779.

SUPREME COURT OF THE UNITED STATES,

No. 130.

ELLIOTT W. HUDGINS & JOHN L. HUDGINS, APP'TS,

vs.

WYNDHAM KEMP, ASSIGNEE IN BANKRUPTCY OF JOHN L. HUDGINS.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF VIRGINIA.

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Pleas in the United States court for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on the 27th day of June, 1855.

Be it remembered, that heretofore, to wit, on the 19th day of May, 1845, came Edward Christian, general assignee in bankruptcy of John L. Hudgins, a bankrupt, and filed his bill against Elliott W. Hudgins, of York county, and a citizen of the State of Virginia, and John L. Hudgins, of Matthews county, in said State, which bill is in the following words, to wit:

Bill.

"To the Judges of the Circuit Court of the United States for the eastern district of Virginia:

Edmund Christian, general assignee in bankruptcy in said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, brings this bill against Elliott W. Hudgins, of York county, and a citizen of the State of Virginia, and John L. Hudgins, of Matthews county, and a citizen of the State of Virginia; and thereupon your orator complains and says: That, on or about the 23rd day of February, 1843, the said John L. Hudgins filed his petition in the said district court of the United States for the eastern district of Virginia, praying that he might have the benefit of the act of Congress approved the 19th August, 1841, entitled An act to establish a uniform system of bankruptcy throughout the United States, and that he might be deemed and declared a bankrupt under said law; and the usual and proper proceedings having been taken under and upon said petition by the judgment and declaration of said court, pronounced on the 20th day of May, 1843, the said John L. Hudgins was duly declared and adjudged to be a bankrupt; and your orator, the said Edmund Christain, general assignee as aforesaid, was thereupon duly appointed by said court the assignee in bankruptcy of said John L. Hudgins, and thereby all the property and rights of property, whether real, personal, or mixed, of said John L. Hudgins, were vested in your orator as such assignee, and he was authorized to claim, sue for, recover, and receive all property and rights of property, rights and credits belonging or due to said bankrupt, and also all which he may have conveyed or transferred fraudulently and with intent to hinder, delay, and defraud his creditors or in contemplation of bankruptcy, and with the intention of taking the benefit of said act, or under any circumstances affecting the validity of such transfer or conveyance as to the creditors of said John L.

Your orator exhibits herewith a copy of said decree in bankruptcy, and prays that the same may be taken as part hereof; and he will

hereafter exhibit, if necessary, a full copy of all the proceedings on the petition of said John L. Hudgins to be made a bankrupt. And your orator further shows to the court, that the said John L. Hudgins, while he was involved in debt to a very large amount—to an amount which exceeded the value of his whole estate, at a time when judgments had been rendered and were *subsisting* against him, and others were being obtained to a very large amount, and with the intent to hinder, delay, and defraud his said creditors—made a deed bearing date the 6th day of September, 1839, but which was not fully proved so as to be admitted to record until the 20th day of September, 1841, (from which latter period alone can the said deed have any effect against the creditors of said John L. Hudgins,) whereby he conveyed to his son, Elliott W. Hudgins, in consideration of natural love and affection, 300 acres of a tract of land lying in York county, in Virginia, including the mansion-house, barns, orchards, &c.

Your orator charges, that said deed being made without valuable consideration, and voluntary, and made at a time, or perfected, when the said John L. Hudgins was involved in debts to a large amount, many of which debts are still unpaid, was either in fact made with a view to defraud his creditors, or must be so regarded in law, and that the same is fraudulent and void as to the creditors of said bankrupt. Your orator further shows that the said John L. Hudgins made another *another* deed, bearing date the first day of March, 1842, but actually made, as your orator charges, on or about the 27th day of July, 1842, on which day it was admitted to record, whereby he conveyed to his son, Elliott W. Hudgins, for a pretended consideration of the sum of $3,000, paid or secured to be paid by said Elliott W. Hudgins, a valuable tract of land in the county of York, in the State of Virginia, commonly known as "Coleman's," except the 300 acres before mentioned in the deed first referred to, the residue conveyed by the last deed described as containing by estimation seven hundred acres; the land thus conveyed, however, was declared to be conveyed subject to the judgments that now bind the land by the operation of law.

Your orator charges, that when the said deed was executed, and when it was admitted to record, the said John L. Hudgins was deeply involved in debts, as well by judgments already obtained as by debts on which suits were then pending, and to an amount which he knew or believed exceeded the value of his whole property. The said deed was made without the knowledge of said Elliott Hudgins, and without any payment or security for the payment of the pretended consideration having been made or given at the time of the making of the deed or since. About the time of making this deed the said John L. Hudgins conveyed by other deeds, to wit, to Robert Hudgins and to Houlder Hudgins, every atom of his property which was not embraced in this deed to his son, except the slaves in York county, which the said Elliott claims as having been also given to him. And your orator charges that the said deed to his said son was made with the intent to hinder, delay, and defraud his creditors, and without receiving or expecting to

receive from his said son any part of the consideration falsely stated in said deed to have been received, when he knew he was insolvent and intending to apply for the benefit of the bankrupt law.

Your orator further states to the court, that even if the said deeds be otherwise valid, the said first deed must be regarded as void as to the creditors of said John L. Hudgins existing at the time said voluntary deed was put on record, (many of whom remain unsatisfied,) and the land conveyed by the second deed is, by the terms of it, sold and subject to existing judgments. And your orator shows to the court, that many if not all the judgments existing at the time when said deed was made and recorded *as* still unsatisfied, and some of the said judgment creditors have proved their debts before the Commissioner in Bankruptcy, and consequently their rights are vested in your orator.

Your orator further shows to the court that if the said Elliott W. Hudgins shall pretend and show that he did purchase the said land, and that the said purchase be valid, then your orator charges that the purchase-money mentioned in the said deed is still unpaid, and your orator, as assignee, is entitled to sue for and recover the same; and the said purchase-money still constitutes a lien on the land for which it chargeable, in addition to the charge for the payment of the judgment-debts existing at the time of said sale, and at the time of recording of said deed. Your orator further shows, that about the time of making said last-mentioned deed, of the date 1st of March, 1842, or before and since, the said John L. Hudgins, with the same fraudulent intent, made a gift, either verbal or in writing, of a number of slaves then on the plantation in York county to his said son Elliott W. Hudgins, which gift is fraudulent and void as to the creditors of the said John L.

Your orator is not informed of the ages, sexes, or value of the said negroes so given, and now claimed by the said Elliott W., and is compelled to call for a discovering of said names, sexes, and value of said negroes; and forasmuch as your orator is remediless in the premises, save in this court, where matters of this sort are cognizable and relievable: To the end, therefore, that the said defendants may show, if they can, why your orator should not have the relief hereby prayed, and may upon their several and respected corporal oath, and according to the best and utmost of their several and respected knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such of the several interrogatories hereinafter mentioned and set forth, as by the note hereinafter written they are respectively required to answer, that is to say: First, whether at the time of the execution of said deed, bearing date the sixth of September, 1839, or at the time the same was admitted to record, to wit, the 20th of September, 1841, the said John L. Hudgins was not involved in debt to a large amount; whether as principal or security; and whether many of these debts, which he owed at either of these periods, are not now due and unsatisfied.

2nd. Whether the deed secondly above mentioned, bearing date the

1st March, 1842, was in fact executed and delivered on the day it bears date, or at a subsequent date; and if so, when?

3d. Whether the said last mentioned deed was not made without any previous contract, or bargain, with said Elliott W. Hudgins?

4. Whether the consideration mentioned in said deed was paid, or secured to be paid, by said Elliott; and if so, when and how?

5th. Whether any, and if any, which, of the judgments mentioned and referred to in said deed have been satisfied, either by said John L. or Elliott W.?

6. Whether many of said judgments are not still unsatisfied?

7. Whether the property conveyed by the deed of the 1st March, 1842, together with two other deeds to Houlder Hudgins and Robert Hudgins, made about the same time that deed was made and recorded, together with the slaves on the plantation in York county, did not cover and embrace all the property of every kind belonging to the said John L. Hudgins?

8th. Whether, if the defendants pretend that the consideration mentioned in said deed, of three thousand dollars, has been paid or secured, the money or securities have been disposed of or appropriated in any way; and if so, when, how, and to whom?

9th interrogatory. Whether the said John L. Hudgins has not made a gift of a number of negroes to said Elliott W. within the last five years, and whether the said Elliott is not now in possession of or claiming title to them through his father, of a number of negroes, and that the names, ages, sexes, and value of said negroes be disclosed; and how he acquired title to them, and when?

And your orator prays that the said deeds, bearing date sixth day of September, 1839, and the 1st day of March, 1842, may be declared fraudulent and void as to the creditors of said John L. Hudgins, to your orator, as assignee, and that the lands conveyed in them, and all the negroes, so claimed by E. W. Hudgins through his father, may be decreed to be delivered up to him, to be sold for the benefit of said creditors in bankruptcy; or, if the said deeds be not declared void, that the said lands therein conveyed be held chargeable, with all judgments subsisting at the time of said deeds, respectively, being made and recorded; and that if he, the said Elliott, be held to be a valid purchaser, that the land so purchased be held liable in equity to the unpaid purchase-money mentioned in said deed of March 1st, 1842.

And your orator prays, that he may have such other and further relief as is consistent with equity and the nature of his case may require; and he prays that a subpœna may issue against the said Elliott W. Hudgins and John L. Hudgins, &c.

JNO. M. PATTON, *P. q.*

NOTE.—The said Elliott W. Hudgins and John L. Hudgins are each required to answer the interrogatories respectively numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, in the above bill. PATTON, *P. q.*

The following is a copy of the exhibit filed with bill, to wit:

In the United States district court for the eastern district of Virginia, May 20th, 1843.—John L. Hudgins having heretofore filed his petition, duly verified, praying to be declared a bankrupt, and satisfactory proof being made of due publication of notice to all persons interested to appear in court and show cause against said petitioner, and no cause being shown to the contrary, and the said petition and proof having been inspected and considered by the court, and being found in conformity with the requirements of the act of Congress:

It is thereupon ordered and decreed, that the said petitioner be, and he is hereby declared and decreed a bankrupt, pursuant to the act of Congress, entitled "An act to establish a uniform system of bankruptcy throughout the United States," passed the 19th day of August, 1841.

A copy—Teste: P. MAYO, *Clerk*.

And thereupon a subpœna issued, which, together with the return thereon endorsed, is in the following words and figures, to wit:

The President of the United States of America, to Robert Walker, greeting:

You are hereby commanded to summon Elliott W. Hudgins and John L. Hudgins to appear before the judges of the court of the United States for the fourth circuit and eastern Virginia district, at the city of Richmond, on the first Monday of July next, and answer a bill in chancery, exhibited against them in the said court by Edmund Christian, general assignee in bankruptcy for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, and have then there this writ.

Witness Roger B. Taney, chief justice of the United States, at Richmond, this 19th day of May, one thousand eight hundred and forty-five, and in the sixty-ninth year of the independence of the United States of America. P. MAYO, *Clerk*.

Memo.

The defendants are to enter their appearance in this suit on or before the return-day of this subpœna, or the bill will be taken for confessed.

Teste: P. MAYO, *Clerk*.

Return.

Executed 26th June, 1845, on E. W. Hudgins, and on John L. Hudgins the 28th of June, 1845, by delivering to each of them a true copy of the within subpœna.

RO. WALKER.

This day personally appeared before me Robert Walker, who made oath that the above statement is correct.

Given under my hand, this 9th July, 1845.

L. CARRINGTON, *J. P.*

At a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Monday, 19th day of May, 1845:

Ordered, that in this suit, the marshal being a party interested, all process shall be directed to Robert Walker, a disinterested person, appointed by the court for the purpose, who is to execute and return the same.

And at another day, to wit, at rules held in the clerk's office of said court on the first Monday in July, 1845, the cause was continued until the then next rules, for answer; the subpœna not having been executed twenty days before the return-day.

And at another day, to wit, at rules held in the clerk's office of said court on the first Monday in August, 1845, came the defendant, Elliott W. Hudgins, and filed his answer to the bill of the plaintiff; to which answer the plaintiff replied generally; which said answer is in the words following, to wit:

The answer of Elliott W. Hudgins to a bill of complaint exhibited against himself and others in the Circuit Court of the United States for the eastern district of Virginia, by Edmund Christian, general assignee in bankruptcy and ass'ee of John L. Hudgins, a bankrupt.

This respondent, saving and reserving to himself all benefit of exception to the said bill, for answer thereto, answers and says, that it is true his father did execute to him the conveyance for three hundred acres of land in York county, which bears date on the 6th day of September, 1839, and of which a copy is exhibited with the bill. It was, as upon its face it purports to be, a voluntary conveyance, intended by the father as a gift to his son. And this respondent submits that it is a perfectly valid conveyaace, according to the laws of Virginia and the principles of the common law; because, at the time of the conveyance, the grantor was a man of large means, fully competent to pay every debt he owed, and leave this property untouched. It is true that John L. Hudgins has, since the said conveyance, upon his voluntary petition, been declared a bankrupt, under the act of Congress in such cases made; but the schedule of debts filed with his petition, of which a copy is exhibited with this answer, shows, that at the date of the deed he owed but $570, of which $500 was due as security for Thomas Hudgins; and that, in 1841, when the deed was fully recorded, he owed *he owed* less than $4,000, while his estate, exclusive of the land conveyed to this respondent, greatly exceeded that amount in value. But this respondent is advised that the validity of the deed is to be tested by the indebtedness of the grantor at the time the deed was executed, and not at the time of its recordation; that a deed is perfectly good between the parties if never recorded, and is good against subsequent purchasers and creditors if recorded before they acquire a lien upon the property conveyed. This deed is good, if tried by either

test; for no creditor had acquired a lien as early as September, 1841, except the creditors of Thomas Hudgins, for whom John L. was bound as security, whose judgments are referred to in the deed; and, at the time of recording, as well as at the time of making the conveyance, John L. Hudgins was perfectly solvent. The judgments against him, referred to in the deed, this respondent believes have been fully satisfied. If they have not, then this respondent admits, that such as have not been discharged, bind the lands in his hands, unless the plaintiffs have proved their claims under the bankrupt law wherever they have done so. This respondent is advised and insists that the lien of the judgment is thereby discharged, and the creditor must be content with his dividend of the bankrupt's effects. This respondent also admits that his father did execute to him the conveyance of the first day of March, 1842, by which he conveyed to him, for the price of $3,000, the tract of land called Coleman's, in the county of York. But this respondent absolutely denies the allegation that the said conveyance was a fraudulent one, founded only upon a pretended consideration. This respondent fairly purchased the said land, at the price expressed in the said conveyance, and paid that price, to wit, $3,000 to his father, as will be seen by the receipt for the same, of which a copy is herewith exhibited.

The original will be exhibited as soon as the necessary proof is taken to verify it. This respondent knows not what use the said John L. Hudgins made of the purchase-money; but he has no reason to believe that he made any improper use of it, as he certainly has no reason to believe that he had any purpose to hinder or delay or defraud his creditors when he made the sale and conveyance to this respondent. This respondent had certainly no knowledge of any such purpose, and, therefore, had no participation; and he is advised and insists that the deed is not liable to impeachment as a deed to hinder and delay creditors, however the grantor may have entertained such a purpose, it being made as the deed in question here was for a valuable consideration, and without any participation in the fraudulent purpose by the grantee. As to the indebtedness of the said John L. Hudgins, at the time of the conveyance, this respondent has no knowledge, except that which is furnished by the schedule aforesaid; and by that schedule, the debts of the said Hudgins were not very large, certainly not equal to the value of his property, and his own proper debts were very small. But this respondent is advised and insists, that no state of indebtedness by John L. Hudgins can affect him, being a fair purchaser for valuable consideration actually paid. The conveyance to this respondent was executed on the day it bears date. In answer to the written interrogatory propounded to him in the bill, though not bound to answer it, as he is advised, because it is not founded upon any allegation in the bill, this respondent answers and says, that his father has not, within five years past, made him any gift or conveyance of slaves; and this respondent does not now hold any slaves under any such gift or conveyance.

And, having fully answered, he prays to be hence dismissed, with his costs.

ELLIOTT W. HUDGINS.
JAMES LYONS,
Counsel for Respondent.

CITY OF RICHMOND, *to wit:*

This day Elliott W. Hudgins personally appeared before me, a justice of the peace for the city aforesaid, and made oath, that so much of the foregoing answer as is founded upon his own knowledge is true; and so much as is founded upon the information of others, he believes to be true. Given under my hand, this 30th day of July, 1845.

GEO. FISHER.

The schedule of debts referred to in the above answer, or the copy of receipt, neither are filed with the said answer.

And at another day, to wit, at rules held in the clerk's office of the United States court as aforesaid, on the first Monday in September, 1845, the bill was taken for confessed as to John L. Hudgins, and cause set for hearing as to E. W. Hudgins.

And at another day, to wit, at rules held in the clerk's office of said court, on the first Monday in October, 1845, the said cause was set down for hearing as to both defendants.

And at another day, to wit, at a court held as aforesaid, on Saturday, November 29, 1845,

On motion of John L. Hudgins, by counsel, leave was given him to file his answer to the bill of the plaintiff; and thereupon he filed the same; to which answer the plaintiff by counsel replied generally.

The following is a copy of the answer referred to in the above order:

The answer of Jno. L. Hudgins to a bill of complaint exhibited against himself and Elliott W. Hudgins in the circuit court of the United States for the eastern district of Virginia, by Edmund Christian, general assignee in bankruptcy, and ass'ee of the said John L. Hudgins.

This respondent, saving and reserving to himself all benefit of exceptions to the said bill, for answer thereto answers and says: That it is true he did execute to his co-defendant, Elliott W. Hudgins, the conveyance which bears date the 6th day of September, 1839, and of which a copy is exhibited with the bill, but it is untrue that that conveyance is tainted with any fraud on the part of this respondent.

This respondent further answers and says: That it is true he did execute to his co-defendant, Elliott W. Hudgins, the conveyance which bears date on the 1st day of March, in the year 1842, and was recorded on the 2nd day of July, 1842, and of which a copy is exhibited with the bill, but it is untrue that that conveyance is tainted with any fraud on the part of this respondent, or which he is in any wise cognizant.

The said conveyance was made in consequence of a fair sale, made by this respondent to the grantor of the property, conveyed by it at the price expressed in the conveyance, which price was received by this respondent from the said Elliott W. Hudgins. The judgments mentioned in the conveyance are judgments against the said John L. Hudgins as security for Thomas Hudgins, and not for the property debts of the said John L. Hudgins; they have all been, as this respondent believes, since paid off, by money arising from the sales of property of the said Thos. Hudgins; but if they had not been actually satisfied, this respondent insists that they have been discharged by the operation of the bankrupt law, in every case in which the plaintiff has proved his case, under the said law, upon the petition of John L. Hudgins as a bankrupt; and, if not paid off or discharged, they still bind the land, as he supposes. The interest of Elliot W. Hudgins and Albert G. Hudgins in the Belle Isle tract of land is a contingent remainder in fee, under the will of their grandfather, John Anderson, as this respondent knows.

This respondent answers: That he has disposed of the purchase money to his own purposes.

This respondent expressly denies that he has been a participant in any manner of fraud, in respect to the said conveyances, and denies every such allegation and imputation in the bill; and, having fully answered, he prays to be hence dismissed with his costs, &c.

JOHN L. HUDGINS.

ELIZABETH CITY COUNTY, *to wit:*

This day John L. Hudgins personally appeared before me, a justice of the peace for the county aforesaid, and made oath that the allegations and statements of the amended answer, which are made upon his own knowledge, are true, and those which rest upon information derived from others he believes to be true. Given under my this 23d day of August, 1845.

JAMES M. VAUGHAN, *J. P.*

And on the same day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held as aforesaid, on the 29th day of November, 1845:

By consent of parties, by their counsel, it is ordered: That the parties in this case may hereafter take depositions in the mode authorized by the practice of the courts of chancery in Virginia, and that such depositions may be read as if taken in the mode prescribed by the rules of the Supreme Court and the laws of Congress, subject to all exceptions as to admissibility or want of sufficiency of notice.

And at another day, to wit, at a court held as aforesaid, on Tuesday, May 12th, 1846:

It is ordered by the court, that this cause be continued, with leave

to the parties to take depositions according to the order made by consent of both parties at November term, 1845; and the court being satisfied, upon the affidavits filed, that sufficient notice was not given to the plaintiff by the defendants when the depositions filed by the defendant were taken: It is further ordered, that the said depositions stand only upon condition that the witnesses be again produced, and an opportunity afforded to the plaintiff or his counsel to cross-examine them.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Wednesday, May 19th, 1847:

The defendants moving for a continuance of these causes, and the plaintiff objecting to such continuance, except upon the conditions hereinafter mentioned, the court doth order, that the said case be continued till the next term, upon condition that the depositions which have been taken on behalf of the plaintiff may be read at the hearing as if taken in the mode prescribed by the acts of Congress and the rules of the Supreme Court; and upon the further condition that the defendants and all others are to be restrained from selling timber, or otherwise committing waste upon or doing injury to the lands therein mentioned, pending the suits; and an injunction is awarded to enjoin and restrain them accordingly.

And at another day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held as aforesaid, on Thursday, May 18th, 1848:

This cause came on to be heard at this term, and was argued by counsel; and thereupon, upon consideration thereof, it was ordered, adjudged and decreed, as follows, to wit: That the deed from John L. Hudgins to Elliott W. Hudgins, bearing date the 1st day of March, 1842, and admitted to record in the court of York county on the 27th day of July, 1842, which is mentioned in the bill, was contrived of fraud, with intent to defraud the creditors of the said John L. Hudgins of their lawful debts, and therefore the same is set aside. It was further ordered, adjudged and decreed, that Edmund Christian, who is hereby appointed receiver for that purpose, do forthwith take possession of the property conveyed by the said deed, and receive the profits of the same; and that accounts be stated by Commissioner William F. Watson, as master in chancery, separately, of the rents and profits thereof, from the said 27th day of July, 1842, to the 23d day of February, 1843, and from the day last mentioned to the time of so taking possession; and that the said commissioner take proof as to any slaves which were in the possession of the defendant, Elliott W. Hudgins, at the time or since the bankruptcy of his father, John L. Hudgins, and which formerly belonged to his said father, and when and upon what consideration, and for what purpose, they were delivered to him, and if they have since been sold, by whom sold, and to what purposes the money has been applied; and that the said commissioner report to the court on

these several matters, with any thing specially stated deemed pertinent by himself, or which may be required by any of the parties to be so stated.

It was further adjudged, ordered and decreed, that the deed from John L. Hudgins to Elliott W. Hudgins, bearing date the sixth day of September, 1839, and admitted to record in the office of the court of York county, on the 20th day of September, 1841, was not made with intent to defraud the creditors of the said John L. Hudgins, but is valid as against the plaintiff; and that the said receiver rent out from time to time the property which may be so taken possession of by him as hereinbefore mentioned, and collect the said rents; and, if necessary, make distress therefor until the further order of the court, and report his proceedings to the court.

The following are copies of the deeds referred to in the above decree, to wit:

This indenture, made this first day of March, in the year of our Lord one thousand eight hundred and forty-two, between John L. Hudgins, of Matthews county, of the one part, and Elliott W. Hudgins, of York county, of the other part, witnesseth: That the said John L. Hudgins, for and in consideration of the sum of three thousand dollars of lawful money of Virginia to him in hand paid, or received to be paid by the said Elliott W. Hudgins, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said John L. Hudgins, hath granted, bargained, sold, aliened, enfeoffed, and confirmed, and by these presents doth bargain, sell, alien, enfeoff and confirm unto the said Elliott W. Hudgins, his heirs and assigns forever, all that certain tract or parcel of land with the appurtenances, situate, lying and being in the county of York, commonly called and known by the name of "Coleman's," except so much of the said tract conveyed by me to the said Elliott W. Hudgins, by deed bearing date the day of , 18 , and of record in the clerk's office of York county, for three hundred acres of the said tract, the remaining portion now intending to be conveyed with the house, appurtenances, &c.; the three hundred acres conveyed by the deed above alluded to, to embrace the mansion-house and the land attached, with a sufficiency of timber for the support of the farm; the residue of the said tract is what I now intend conveying to the said Elliott W. Hudgins, containing by estimation seven hundred acres, be the same more or less; the said land now, however, granted to be subject to the judgments that now bind the said land by the operation of law; and the said John L. Hudgins doth hereby grant for him, that he, the said John L. Hudgins and his heirs, the said tract or parcel of land and premises hereby granted or mentioned to be granted, and every part or parcel thereof, with all and singular their and every of their rights and appurtenances, unto the said Elliott W. Hudgins, his heirs and assigns, against him, the said John L. Hudgins and his heirs, and against all and every other person and persons, with the above exceptions men-

tioned, whatsoever shall and will warrant and forever defend by these presents.

In witness whereof, the said John L. Hudgins hath hereunto set his hand and affixed his seal, the day and year first above written.

JOHN L. HUDGINS, [SEAL.]

Signed, sealed and delivered in the presence of—

In York county court, clerk's office, this 27th day of July, 1842. This indenture was acknowledged by John L. Hudgins, party thereto, and admitted to record according to law.

Teste: SAM. SHEILD, *C. Y. C.*
Copy.—Teste: SAM. SHEILD, *C. Y. C.*

Dec. 4th, 1843.

This indenture, made this 6th day of September, 1839, between John L. Hudgins and Mary, his wife, of the one part, *al* of the county of Matthews, and Elliott W. Hudgins, of York county, of the other part, witness: That the said John L. Hudgins and Mary, his wife, in consideration of the natural love and affection which we, John L. Hudgins and Mary, his wife, as well as for the further consideration of ten *shillins* lawful money of the Commonwealth to me in hand paid by the said Elliott W. Hudgins, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged; have *barganed* and sold, and by these presents do, and each of them doth, *bargan* and sell unto the said Elliott W. Hudgins, his heirs and assigns, a certain tract or parcel of land, lying and being in the county of York, known and called by "Coleman's;" three hundred acres of said tract, including the mansion-house, barns, orchards, yards, gardens, lands, and tenements, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said land to said Elliott W. Hudgins, his heirs and assigns forever; and the said John L. Hudgins and Mary, his wife, for themselves and their heirs, to the said land, with all and singular the premises and appurtenances before mentioned, unto the said Elliott W. Hudgins, his heirs and assigns, free from the claim or claims of them, the said John L. Hudgins and Mary, his wife, either of them, their heirs, and of all and every person or persons whatsoever, shall well and do warrant and forever defend by these presents.

In witness whereof, the said John L. Hudgins and Mary, his wife, have hereunto set their hands and seals, the day and year *firs* written.

JOHN L. HUDGINS, [SEAL.]

Signed, sealed and delivered in the presence of—
A. G HUDGINS,
JNO. H. WINDER,
LEVIN Y. WINDER.

In York county court, clerk's office, 26th February, 1841. This indenture was proved by the oaths of John H. Winder and Levin Y. Winder, two of the witnesses thereto; and on the 20th day of September following, the said indenture was proved by the oath of A. G. Hudgins, a third witness thereto, and admitted to record according to law.

Teste: SAM'L SHEILD, *C. Y. C.*

A copy.—Teste:

SAM. SHEILD, *C. Y. C.*

Dec. 4th, 1843.

The following is a copy of the report of Commissioner William F. Watson, filed in this cause on the 30th day of November, 1848.

EDMUND CHRISTIAN, ass'ee of John L. Hudgins, in bankruptcy, pl'ff, against ELLIOTT W. & JOHN L. HUDGINS, def'ts.

"COMMISSIONER'S OFFICE, RICHMOND, *30th November*, 1848.

"In accordance with the decree in this case, on the 18th of May last, I have to report that notices were duly served on the parties, in which Monday, the 18th of September last, at 12 m., at this office, was the time and place fixed upon to discharge the duties required of me by the said decree; the parties not all appearing, I entered an adjournment of proceedings to the same place and hour on the 6th of November following, and, according to the rule of the court in such cases, gave a second notice to the parties, (which has been duly served and returned,) informing them that if they did not appear on that day I should proceed ex parte, and report my proceedings to the court. On that day some of the parties defendant appeared, and the plaintiff; in consequence of the illness of the counsel for the plaintiff, who resides in the lower country, depositions were not taken as contemplated; the result is, that I cannot report on the cases upon the points required, not having the proper information. The case therefore stands open for the depositions, (which are to be taken,) and for any action the parties may desire to take before me.

"By the spring term of the court a full report I presume can be made.

"Respectfully reported.

"WM. F. WATSON, *Commissioner.*"

The following is a copy of the report of Commissioner Watson, filed on the 19th day of May, 1851:

"CHRISTIAN, assignee of John L. Hudgins,
vs.
ELLIOTT W. HUDGINS & JOHN L. HUDGINS.

"COMMISSIONER WATSON'S OFFICE,
RICHMOND, 10*th May*, 1851.

"I am directed—1st. To take an account separately of the rents and profits of certain property, conveyed by deed from John L. Hudgins to Elliott W. Hudgins, dated 1st March, 1842, (and admitted to record in the court of York county, on the 27th day of July, 1842,) from the 27th July, 1842, to the 23d February, 1843.

"2d. Of the rents and profits of said property, from 23d February, 1843, to the time of the taking possession of the said property by this plaintiff, to wit, the 3d June, 1848.

"3d. Take proof of any slaves which were in possession of the defendant, E. W. Hudgins, at the time, or since the bankruptcy of John L. Hudgins, his father, and which formerly belonged to his said father, and when, and upon what consideration and for what purpose they were delivered to him, (the said E. W. H.,) and if they have since been sold, by whom sold, and to what purpose the money has been applied.

"In reference to the first point, according to the testimony of Robert Sheild and G. W. Bray, the land was worth $125 per annum, at which rate, from 27th July, 1842, to 23d February 1843, the amount would be - - -	$71 52
"In reference to the second point, by the same testimony, the rate of rent is the same from 23d February, 1843, to the 3d June, 1848, (when the assignee—the plaintiff—took possession) - - - - - - - - - - -	659 72
	$731 24

"The counsel for E. W. Hudgins (James Lyons) insists, that a more correct guide for the rental of the property aforesaid is the rent obtained for it by the assignee, (this plaintiff,) when he rented it out. This rental was $100 per annum. If the court deems this the more correct rule, I herewith annex what will be the amount of the rent under it, viz:

"From 27th July, 1842, to 23d of February, 1843 - -	$57 23
"From 23d February, 1843, to 3d June, 1848 - -	527 78
	$585 01

"The same counsel insists, that the rents and profits should not go back to a period anterior to the institution of this suit, to sustain which he refers me to the case of Smith vs. Burton, 13th Peters. I have examined this case, but find no such doctrine laid down by the court; however, as the counsel may have mistaken the case in which such

doctrine does exist, I annex a statement showing the amount of rental of the property aforesaid, upon the supposition that the doctrine shall be regarded as correct. The suit was instituted on the 19th May, 1845. The rent from this date to the 3d June, 1848, estimating the rent at $125 per an., is $379 86.

"If, however, the rent should be fixed at $100 per an., the amount for the same period of time will be $303 90.

"In reference to the third point, the only testimony which it appears to me is at all responsive to the inquiries, is that of Albert G. Hudgins, taken for defendants in January, 1848, who, upon cross-examination by pl'ff, states, (the depositions are marked "O," and are filed with the court-papers,) that his brother Elliott W. Hudgins has 8 or 10 slaves, probably more; he does not know the number exactly; they are on the farm in York county, called 'Coleman's;' don't know when any negro came there, but one, and that one was purchased by his brother of a man named Matthews, 'as I heard him say last year;' does not know of any of the whole number, except the one just alluded to, that had not been at some time the property of my father, (J. L. Hudgins.) He remembers some of the negroes, viz:

"Armistead, aged about 35 or 40, worth about $300.

"Dick, aged about 30, worth about $350 or $400.

"Robin, aged about 50, ruptured, worth very little; he would not give any thing for him.

"Betty, an old woman.

"Jack, an old man.

"Robin, Ford, two boys, worth together $400 or $500.

"There were others, he presumes, but he don't recollect them; he remembers a woman, Lydia, purchased he thinks 2, 3, 4, or 5 years ago at a sale in Hampton. His brother, E. W. Hudgins, has been residing in York county, farming on the Coleman tract ever since 1834. The depositions of George W. Bray and Henry Moore touch the inquiries so vaguely, that I do not deem it necessary to advert to them particularly; (they are in the depositions marked "O.") According to the testimony of Albert G. Hudgins, the negroes he refers to, which were at same time the property of his father, amount to in value from $1,050 to $1,200.

"The defendant, Elliott W. Hudgins, directs me to state that the deed of 1st March, 1842, from J. L. Hudgins to him, conveying certain lands in the county of York, being set aside as fraudulent in law, he claims to have a lien upon the said lands by virtue of certain judgments rendered against John L. Hudgins and Albert G. Hudgins, in the superior court of law and chancery for the county of Matthews, in the October term of 1842. Forthcoming bonds were given in these cases, as appears from copies of the fi. fas. herewith filed, with endorsements upon them, which endorsements state, among other things, "For the benefit of Elliott W. Hudgins, see transfer on forthcoming bond." Copies of the forthcoming bonds have not been filed, so that I cannot ascertain the nature of the transfers, and how E. W. Hudgins became

connected with the matter; the fi. fas. are against the property of Albert G. and Robert Hudgins; the suits were brought upon bonds of John L. and A. G. Hudgins, and for what appears, if E. W. Hudgins has any lien, it is as much upon the property of A. G. as Jno. L. Hudgins; the original judgments were satisfied by the taking of the forthcoming bonds and the fi. fas. issued upon the judgments obtained upon the forthcoming bonds; when these judgments were rendered does not appear, and it may be important to know; the fi. fas. bear date the 11th of April, 1843; the land was in York county; the judgments rendered (as I have stated) in Matthews county. At this point I find upon looking at the act of Assembly of March 3d, 1843, in sessions acts, 1842, (3, p. 5,) an act concerning the lien of judgments, that it is not in force till 1st of August following, so that it is not important to know when those judgments were rendered, they having been of course rendered anterior to the force of the act; the documents, so far as filed having reference to these matters, are annexed to this report, and are marked A, B, C, D, E, and F.

"The amount of these executions are—viz: -

$368 47	prin.
368 47	"
368 47	"
5 61	costs.
5 61	"
5 61	"
$1,122 24	

with interest on the principal sums from 2nd January, 1843. I call special attention to all this matter.

"There has also been filed with me, by the said defendant, copies of four cases against John L. Hudgins, Robert Hudgins and Albert G. Hudgins. These executions state that they have been executed on the body of the defendant, who rendered in a schedule of his estate and took the benefit of the insolvent debtor's oath; schedule sold according to law; E. W. Hudgins became the purchaser at the price of $5; it is not set forth which of the defendants the ca. sas. were executed upon, and admitting it to be John L. Hudgins. I believe, in a case decided by the court of appeals, (not yet reported,) the sale of schedules in the mode in which it has been usual to sell them, is not regarded as valid; this, to be sure, is assuming that the sale of the schedule in this case was made in this usual way; however, if it becomes necessary, this point will be more accurately examined into by the counsel. These executions are herewith annexed, and are marked G, H, I, & K; *the* amounted on the 18th April, 1845, to—viz: - -

$153 39
400 07
121 89
541 82
$1,217 17

"It appears to me that if these executions are to operate at all as a lien upon any property of J. L. Hudgins, E. W. Hudgins must make out his points more accurately and fully.

"I find another copy of an execution filed with me by E. W. Hudgins; it is annexed to this report and marked "M," intended to be for $100 with interest from 5th July, 1842, and costs $6 50. This execution does not state when the judgment was obtained, nor does it appear that E. W. Hudgins satisfied it."

And at another day, to wit, at a circuit court of the United States, for the 4th circuit and eastern district of Virginia, held at the United States court-house, in the city of Richmond, on Friday, May 20th, 1853:

Wyndham Kemp having appeared in court by his counsel, and filed an attested copy of the order of the district court of the United States for the eastern district of Virginia, entered on the 12th day of May, 1852, appointing him special assignee of John L. Hudgins in place of Edmund Christian, deceased, and who was the assignee of the said John L. Hudgins, in bankruptcy; and having also filed a copy of the order of said district court, entered on the 24th day of May, 1852, requiring him, the said Wyndham Kemp, to give bond and security as special assignee of John L. Hudgins, in the penalty of $5,000 conditioned as the law directs. And it appearing by the certificate of the clerk of the said district court, that the said Wyndham Kemp has given the bond and security required. It is thereupon ordered, that the said Wyndham Kemp be entered on the record as the complainant in the above suit, and be authorized to prosecute the same in the same manner as if he had been the original assignee of the said John L. Hudgins.

And afterwards, to wit, at a circuit court of the United States, held as aforesaid at the United States court-room in the city of Richmond, on Friday, June 3, 1853:

Ordered, that the papers in this cause be remanded to the master, with directions to state an account or accounts, showing the amount due from the defendants, jointly or severally, under the decree of this court in the cause, according to proofs already taken or hereafter adduced before him by the parties, and report the same to this court. The master is also directed to state and report at the same time such account or accounts as either of the parties may direct, reporting to the court by what party the account is directed to be stated.

And at another day, to wit, at a circuit court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Monday, June 6, 1853:

The court doth order that the plaintiff, Wyndham Kemp, assignee, do proceed to collect the rents and hires accrued and accruing upon the property, real and personal, rented and hired by his predecessor,

Edmund Christian, and that he continue to rent and hire out the same, except as hereafter ordered, until the further order of the court; and the court doth further order that said Kemp do sell such portions of the personal property as may be perishable or incapable of being judiciously hired out, and that he report his proceedings herein to the court.

The following is a copy of Commissioner Watson's report, filed in this cause on the 7th day of May, 1855:

In the United States court for the 4th circuit and eastern district of Virginia, June 3, 1853, John M. Patton has appeared as counsel for the plaintiff, James Lyons as counsel for Elliott W. and John L. Hudgins.

CHRISTIAN, ass'ee,
vs.
ELLIOTT W. HUDGINS and
J. L. HUDGINS.

I have to report that the rents and profits of certain property conveyed by deed from John L. Hudgins to Elliott W. Hudgins, which deed is dated the 1st March, 1842, (and admitted to record in the county court office of York county, on the 27th of July, 1842,) is from the date of the recording to the 23d February, 1843, according to the testimony of Robert Sheild and G. W. Bray, at the rate of $125 per annum - - - - - - - - - - - $71 52

And, according to the same testimony, and at the same rate, the amount, from the 23d February, 1843, to the 3d of June, 1848, when the assignee (the plaintiff) took possession, is - - - $659 72

Total amount - - - - - - - - $731 24

This is the amount stated in my last report, at page 3. The counsel for E. W. Hudgins then insisted, as he does now, that a more correct guide for the rental of the property referred to would be the rent obtained by the assignee after it came into his possession, to wit, $100 per annum. I do not agree with the counsel in this view. By the testimony of two witnesses living in the country where the property is, they estimate it as worth $125 per annum from the year 1842 to 1848. Why the price or rental obtained by the assignee subsequently should have a retroactive operation for a number years, I cannot upon that fact alone understand. The same counsel insists that the rents and profits should not go back to a period anterior to the institution of this suit, as will be found in my last report at page 3; he there referred to a decision of the Supreme Court of the United States, in the case of Smith vs. Benton, 13 Peters; the case itself, as in Peters, does not touch or decide this point. When the case came back to the circuit court in November, 1839, an application was made by the plaintiff's counsel (I believe Mr. Lyons) to have an account stated "of the rents and profits from the time this bill was filed; and the question as to the pro-

priety of ordering such an account was argued by counsel. The opinion of the court was, that the accounts of the rents and profits accruing since the decree of the 5th December, 1837, should be taken. Even this case does not fix the period as at that of the institution of the suit. The counsel filed with me a copy of the decree I have referred to; it will be found with the court papers, and marked "P." But what is the case of Benton vs. Smith, in 13 Peters? It is one in which a judgment was obtained against the debtor in his lifetime, and in which a decree was given for rents and profits from the date of the decree. In the case of Blow vs. Maynard, 2d Leigh, 56, it is decided that personal property fraudulently conveyed—those who have held and enjoyed it are accountable to the creditors of the fraudulent donor for it and its proceeds and profits, in like manner as a rightful executor would be. A question in this case, in 2d Leigh, p. 58, was, whether or not, in a case where there is no incumbrance on the land, descended either by judgment against the ancestor or otherwise, and a creditor by bond binding the heir sues him at law or in equity, the rents and profits can be reached that were received by the heir, it was decided they could not. But the case upon which I am directly reporting, is one where the deed has been set aside by the court *as contrived of fraud;* and I therefore regard the grantee as a mere trustee, and, as such, accountable for the rents and profits, amounting to $731 24, as stated at page 2. Alternative statements, in conformity to the views of this counsel, (Mr. Lyons,) will be found in my last report, pages 3 and 4.

The slaves that came into the possession of the defendant, Elliott W. Hudgins, will be found, with the proofs set forth in my last report, at pages 4 and 5; their value is estimated at $1,050 to $1,200; the intermediate amount, say $1,125, I report as the value thereof. The defendant, Elliott W. Hudgins, directed me to state my last report, which is done at the pages 5, 6 and 7 thereof, that the deed of 1st March, 1842, from J. L. Hudgins to him, conveying certain lands in the county of York, being set aside as fraudulent in law, he claims to have a lien upon said lands by virtue of certain judgments, the matter is very fully set forth in said last report; I have nothing to add on this point to what is there stated. I think now, as I thought then, that he has not made out by sufficient proof that he is entitled to the benefit of these judgment liens; if the lands conveyed in the deed are subject to judgment liens under the 2d section of the Bankrupt act, and the defendant claims the benefit of these liens, I suppose he will have to show by proof that he is so entitled; but, admitting that he had proved the liens, I submit this is not the more proper time to do so, when the assets are to be distributed, and an order is made to take proof of claims upon them; then will, in my opinion, be the time to hear the defendant, Elliott W. Hudgins. Upon an examination of the assignee's report, made since my last report, I find that the rent obtained by the assignee was $100 for the first 7 months, and $100 per annum subsequently.

This report is excepted to: 2. Because rents and profits are allowed before the bill was filed, when they should have been allowed only from the decree. 3d. Because the rents allowed are too high. 4. Because Elliott W. Hudgins is charged with slaves as received from his father. 5. Because the judgments claimed by E. W. Hudgins are not allowed.

LYONS, *for Exceptor.*

June 15, 1855.

And at another day, to wit, at a circuit court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room in the city of Richmond, on Tuesday, June 26th, 1855:

Upon consideration of the proofs in the case, after hearing counsel for the respective parties, the court is of opinion that rents and profits ought not to be charged before the petition in bankruptcy was filed, and the second exception, so far as relates to the item of seventy-one dollars and fifty-two cents, for rents and profits before the petition in bankruptcy, is sustained.

The court is also of opinion, that there is not sufficient evidence to prove that any slaves were given to Elliott W. Hudgins by the bankrupt in contemplation of bankruptcy, and the fourth exception is, therefore, sustained.

The other exceptions filed in this cause are overruled, and the report confirmed, with the exception of the two items above mentioned. And the papers in the case are referred to the master, to state an account according to this order, preparatory to a final decree.

The following is a copy of the report of Commissioner Watson, filed in this cause, in pursuance of the order of 26th June, 1855, to wit:

MASTER COMMISSIONER'S OFFICE,
RICHMOND, *27th June*, 1855.

In the United States Court for the fourth circuit and eastern district of Virginia.

KEMP, ass'ee in bankruptcy,
vs.
ELLIOTT W. HUDGINS AND JOHN L. HUDGINS.

In conformity with the decree pronounced in this cause on the 26th inst., I proceeded to state the amounts due from these defendants, Elliott W. Hudgins. To amount at page 2 of my report of 3d May, 1855, with interest from 3d June, 1848, $659 72.

WM. F. WATSON, *Mas. Com'r.*

Ordered, that this report of the master be, and the same is hereby, confirmed.

June 27, 1855. R. B. TANEY.

And now at this day, to wit, at a court of the United States for the fourth circuit and eastern district of Virginia, held at the United States court-room, in the city of Richmond, on Wednesday, the 27th day of June, 1855, being the same day, month and year, first herein mentioned.

Decree.

WYNDHAM KEMP, assignee in bankruptcy of JOHN L. HUDGINS, a bankrupt, plaintiff, against ELLIOTT W. HUDGINS AND JOHN L. HUDGINS, def'ts. } In Chancery.

This cause came on to be further heard at this term, and was argued by counsel:

And thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows, to wit: That the defendant, Elliott W. Hudgins, pay to the plaintiff, as assignee aforesaid, the sum of six hundred and fifty-nine dollars and seventy-two cents, with interest thereon at the rate of six per centum per annum from the second day of June, 184[illegible], for which the said defendant appears liable, according to the report by Master Commissioner William F. Watson, of the account stated by him under the order of the 26th inst., which report is hereby confirmed; that if the proceeds of sale of the property authorized to be sold under the decree made this day, in the suit of the plaintiff against Robert Hudgins, John L. Hudgins and others, should not be sufficient to satisfy the debts which have been or may be proved under the bankruptcy, the said plaintiff do, as assignee of the said John L. Hudgins, the bankrupt, and by virtue of this decree, proceed, after one month's notice in one or more of the newspapers published in the State of Virginia, and if it seem to him advisable, in some newspaper or newspapers published out of this State, to sell all the property embraced in the deed from John L. Hudgins to Elliott W. Hudgins, bearing date the first day of March, 1842, and admitted to record in the court of York county on the 27th day of July, 1842; being all that tract or parcel of land, with the appurtenances, in the county of York, commonly called and known by the name of Coleman's, except what was conveyed by John L. Hudgins to Elliott W. Hudgins, by deed bearing date the 6th day of September, 1839, and admitted to record in the court of York county, on the 20th day of September, 1841.

The defendant, Elliott W. Hudgins, desiring the terms of sale to be as hereinafter mentioned, the sale may be made on the following terms, to wit, that the purchaser pay one-fourth in cash, and the balance in equal instalments of one, two, and three years from the first day of January next, bearing interest from that day; and the said assignee, upon receiving the said fourth in cash, is authorized to make a deed or deeds to the purchaser or purchasers, taking a deed or deeds of trust from the purchaser or purchasers on the property purchased by them, respectively, to secure the credit payments; the said assignee, in the

deeds which he may make, not only referring to this decree, but also making such recital of the decrees of bankruptcy and the appointment of the assignee, as seems to be contemplated by the 15th section of the act passed the 19th of August, 1841, to establish a uniform system of bankruptcy throughout the United States.

And the assignee is hereby authorized to check upon the bank of Virginia for what is now deposited therein to the credit of this suit, and to apply the same, and the net proceeds of the sale above mentioned, to, first, the expenses of this suit, including reasonable fees to counsel; and then to pay from time to time such shares of creditors of the bankrupt, having bona fide debts, as the court decreeing the bankruptcy may authorize him to pay.

It is further ordered, adjudged and decreed, that the defendant pay to the plaintiff, as assignee, as aforesaid, the costs expended in the prosecution of this suit.

And from the foregoing decree the defendants prayed an appeal, which was granted them, on giving bond and security, to be approved by the court, in double the amount of said decree, conditioned for their prosecuting the said appeal.

Depositions.

The following is a copy of the depositions of Edmund Jones and others, filed in this cause on the 24th day of November, 1846, on behalf of the plaintiff:

The deposition of *Edmund Jones*, of lawful age, taken in behalf of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, before me, H. W. Dangerfield, a commissioner duly authorized and appointed by the circuit superior court of law and chancery for the county of Matthews, State of Virginia, to take depositions at the tavern of John H. Diggs, at Matthews court-house, State of Virginia, usually known by the name of Benson's Hotel, on this, the twenty-third day of September, in the year eighteen hundred and forty-six, between the hours of sunrise and sunset of that day, agreeable to notices duly proven to have been executed, and herewith returned with these depositions, to be read in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, as general assignee in bankruptcy for the said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff, and John L. Hudgins and Elliott W. Hudgins are defendants.

And the said Edmund Jones, being first sworn on the Holy Bible, deposeth and saith, in answer to the following interrogatories:

1 question by John D. McGill, council for plaintiff. Were you sheriff of Matthews county in the year 1842?

Answer. Yes.

2 question by same. Did any executions come to your hands, or the

hands of your deputies, before July of that year, against the person or property of John L. Hudgins, the defendant in this cause; if so, please state, as nearly as you can recollect, the number and amount of such executions.

Answer. Executions did go into the hands of my deputy, Jno. Bohannon, before July, 1842, following the superior court, April, and county court, May; judgments of that year, against the property and person of John L. Hudgins, this defendant; in number, perhaps, from 6 to 8, and the aggregate amount, perhaps, to the extent of $4,000.

3 question by same. What was then considered the pecuniary situation of John L. Hudgins, and what property was in his possession?

Answer. His condition was then considered good; and the property in his possession was negroes, stock, household, kitchen furniture, &c., and such other as a farmer of his means would usually have, and in land upwards of 1,200 acres, in the county of Matthews, besides land and other property to a considerable amount which I had understood always that he owned elsewhere, perhaps on Back river.

4 question by same. What is the estimate value of lands held by him in Matthews county?

Answer. Upwards of $10,000 in value, valued at less than $10 per acre.

5th question by same. What was the number of slaves which he held in Matthews county, and what would you estimate as the value of the whole of his personal property in this county?

Answer. Tax is charged upon 12 slaves which he held in Matthews county, more or less; and I would suppose that there were others not listed on the commissioner's book.

His personal property in 12 negroes, say at 200 each -	$2,400
Stock of horses and mules, 10 in No., at $50 - -	500
Cattle, say 20 in No., at $6 - - - - -	120
Sheep, say 15 in No., at $1 50 - - - -	22
Farming utensils, say - - - - -	100
Household furniture - - - - -	300
	$3,442

Carriage and harness, say $150.

6th question by same. Were the executions mentioned in your answer to my second question levied on the personal property; if not, why?

Answer. The executions mentioned in my answer to your second question were not levied on the personal property, for the reason that the property could not be gotten hold of or levied upon.

7th question by same. Did John L. Hudgins conceal himself or his property to prevent the levy?

Answer. John L. Hudgins did conceal his property and person to prevent the levy?

8th question by same. State whether Houlder Hudgins knew that such executions were in the hands of the sheriff, and that a levy was prevented as above.

Answer. Houlder Hudgins did know that such executions were in the hands of the sheriff, and prevented a levy by his interference, before stated.

9th question by same. In what manner did Houlder Hudgins interfere to prevent the levy?

Answer. Houlder Hudgins interfered in preventing the levy by saying that if John Bohannon, my deputy, and myself would go with him to his brother John's, he would aid us in settling the matter of executions held against his brother John. Houlder Hudgins left Matthews court-house, making the request of said John and myself that we would follow after him, and wait at Parker B. Richardson's store until he went to his said brother, John L. Hudgins, and returned to meet us at said store. Having waited at Richardson's store about two hours, as requested by said Houlder, he returned to us and requested that we would go to his house and take dinner with him, and he would in the mean time ride again to his brother John's and see what he could be prevailed upon to do. Houlder left forthwith, and some time after Houlder met us at his house, say in about two hours. While John Bohannon and myself were at Houlder's, in his absence, we were occupied in examining Henning's Justice, to obtain, if possible, some legal aid to assist us in our difficulties. After dinner was over, Henning's Justice was again called for; it could not be found, Houlder stating perhaps it was at his brother John's, and that he had not succeeded in effecting anything, but that he would then go with us up to his brother John's. We did go with him up, and stopped at his brother John's gate. Houlder again went to see his brother, and returned to us, informing us that nothing would be done. In returning back with Houlder, and near his gate, he became much excited, and used very harsh expressions against all officers, and more particularly to said John Bohannon, as he was nearer to and in conversation with him. For the first time, Houlder then asserted that he held his brother John's bill of sale for all his negroes, and perhaps used an oath threatening that no one of them should be taken to satisfy the exe'ons aforesaid.

10th question by same. Can you recollect the day on which these circumstances occurred?

Answer. Soon after the Seaford sale, perhaps in the latter part of July, 1842.

11th question by the same. Did Houlder Hudgins know at that time that John L. Hudgins had been evading the sheriff?

Answer. Houlder Hudgins well knew at that time that his brother, John L. Hudgins, had been evading the sheriff.

12th question by same. During what period did John L. Hudgins continue to evade the execution of process on himself or property by the sheriff?

Answer. From July, 1842, until some ca. sa. ex'eons had gone

over to Elizabeth City or York county, and had been executed perhaps in the latter part of 1845, or early in 1846.

13th question by the same. Did Houlder Hudgins, when he made the proposition to you and your deputy, to go up to John L. Hudgins with you, or at any other time, mention to you the amount in which John L. Hudgins was indebted to him?

Answer. I think he mentioned at some other time in my presence, that his brother John owed him perhaps $800; I do not recollect that he mentioned any amount owed him by his brother John during the day of John Bohannon's trip and mine to his house, as before alluded to herein.

14th question by same. Did he ever, in your presence, claim that his brother John owed him more than the $800?

Answer. No; Houlder Hudgins never mentioned that his brother owed him any amount at any other time than the $800 aforesaid; he asserted to John Bohannon and myself as heretofore stated, that he held a bill of sale for all of his brother John's negroes.

15th question by same. Will you examine the bill of sale, a copy of which marked A is now shown you to be attached hereto; and say whether you know any of the slaves or other property mentioned therein; and if so, whether that property was in the possession of John L. Hudgins at the date of the bill of sale, and whether it continued in his possession afterwards?

Answer. I know the slaves Harry, Charles, Jim, and Phylitia; the carriage and harness, gig and harness, and a considerable portion of the other property embraced therein; and the same remained in the possession of the said John L. Hudgins at the date of the said bill of sale and afterwards.

16th question by same. Will you state, whether you were present when a proposition was made by John L. Hudgins, or others on his behalf, to borrow a part of the trust funds in the hands of Shepard G. Miller and other trustees under a deed from Thomas Hudgins, and how it was proposed to secure such loan, if made?

Answer. I was present at the Seaford sale in July, 1842, when a proposition was made by John L. Hudgins and Robert Hudgins, perhaps his friend on his behalf, to borrow money of, as in the question set forth, of Thomas Hudgins's trustees; I think Robert Hudgins proposed to join his brother John in a bond.

The further taking of the depositions in this cause is adjourned until to-morrow, the 24th September, 1846, at 7 o'clock a. m., to be taken at the same place.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment, I attended on the 24th September, 1846, at 7 o'clock a. m., when and where the parties attended, and the said deponent, Edmund Jones, proceeded to finish his answer to the last interrogatory of plaintiff. W. H. DAINGERFIELD, *Com'r.*

The trustees, Shepard T. Miller, John Bohannon, and John H. Diggs, demanded of John L. Hudgins bond with approved security, and a trust-deed upon real estate, before they could consent to loan any of the trust fund; Robert Hudgins proposed to *John* his brother, John L. Hudgins, in a bond, and remarked, that James M. Vaughan would, perhaps, also join; Vaughan always declined going the security whenever the subject was proposed; John L. Hudgins proposed giving a trust-deed upon all his *his* lands securing the payment; Robert Hudgins present and assenting to the same; William H. Roy was called upon to draw the trust-deed, and perhaps draft the bond, and was engaged in writing when I left.

17th question by same. In proposing to give such trust-deed, did John L. Hudgins include the tract of land in the county of Mathews, called "Belle Isle," and the adjacent lands purchased by him of Mord. Cooke?

Answer. I do not think he particularized any particular tract of land; the trustees were extremely timid and cautious, and required ample security; and I again repeat, that John L. Hudgins embraced all his lands, (if my memory serves me;) Robert Hudgins being present, assenting or raising no objection.

18th question by same. Was Elliott W. Hudgins present at the Seaford sale, and was he present during the treaty above mentioned for the loan and security?

Answer. I think he was present and privy to all that took place; he being much concerned on account of his father, John L. Hudgins, as the impression was *the* general, that his father would be greatly damaged as security for Col. Tho. Hudgins.

19th question by same. Will you state the relationship existing between John L. Hudgins and Houlder Hudgins, Robert Hudgins, Elliott W. Hudgins, and Albert G. Hudgins?

Answer. John L. Hudgins, Houlder Hudgins, and Robert Hudgins, are brothers; Elliott W. Hudgins and Albert G. Hudgins are sons of John L. Hudgins.

20th question by same. In answer to my 12th question you speak of ca. sa. ex'ons having been executed on John L. Hudgins in York or Elizabeth City counties; do you know for whose benefit those executions were?

Answer. Endorsed for the benefit of Elliott W. Hudgins; others were sent over for the benefit of other persons, which were not then executed.

21st question by same. Were any efforts made to procure you as the sheriff of Mathews to levy ca. sa. executions, endorsed for the benefit of E. W. Hudgins against John L. Hudgins, in preference to others against the same party; if so, please state when, by whom, and under what circumstances such efforts were made?

Answer. I received frequent communications from John L. Hudgins through his son Elliou W. Hudgins, and at one time in particular by special visit from his son Thomas that I would meet his father on

the Seaford road, below John Dangerfield's; that his brother Elliott had gone to the clerk's office to get the ca. sa. executions for his benefit, and meet his father and myself at said road. I went forthwith and remained some time at the appointed spot, and no appearance made of John L. or his son Elliott; I then came down to the Matthews court-house, and Miller, the clerk, informed me, that Elliott had applied for said ex'ons for his benefit, and he informed him that they were not ready, and besides, there were others ahead, which he had standing orders always to keep alive and head of his; I consequently returned by John L. Hudgins's, and understood from Elliott W. Hudgins that Miller would not deliver said ex'ons, and that the matter of service of his must therefore be put off; I saw John L. Hudgins at the same time at about 100 yards distance; said executions were renewed, embracing other plaintiffs, at 6 or 8 times each, perhaps from January, 1843, up to the latter part of 1845, or early in 1846, when said ca. sa. executions for Elliott's benefit were preferred and executed in Elizabeth City or York county as heretofore stated; some ca. sa. executions have since been executed on Mr. John L. Hudgins in Matthews county.

22 question by the same. Has Robert Hudgins, since the 21st of February, 1842, within your knowledge, *executed* any acts of ownership over the lands in Matthews county, on which John L. Hudgins then resided?

Answer. No, nor do I believe that he has ever exercised any ownership in fact on any such lands.

23 question by same. From the date of the Seaford sale, in July, 1842, until the late appointment to take depositions in this cause, about the last of August, 1846, was Robert Hudgins, to your knowledge, within the county of Matthews?

Answer. The last time I saw Robert Hudgins, to my knowledge, in Matthews county, was at the Seaford sale, in July, 1842, until yesterday.

1st question by John T. Seawell, counsel for def't, Elliott W. Hudgins. You have stated in answer to the 4th question by the plaintiff, in this deposition, that you considered the value of the lands held by John L. Hudgins, in Matthews, upwards of $10,000; will you state, if you know, what estate he held in those lands, and whether any lands have been sold in the neighborhood, of about the same quality, since that time, and, if any, at what price?

Before I proceed to answer Mr. John T. Seawell's question above, I will amend my answer to the 23d question above, and call to the attention of all persons present at the time, that I remarked to Mr. Robert Hudgins, then present at the time, that I had some faint recollection, though not distinct, that I had seen him in this county, perhaps at Matthews court-house, and requested of him, in good faith, that he would remind me if he had, as my object was to speak, or rather write out, the true answer; it was objected to, or rather remarked, by John W. Jarvis, atto., then present, that I had better go on, and not consult Mr. R. Hudgins upon the subject. Mr. Robert Hudgins, who is now

present, says, that he would have informed me of that other time, had he answered my appeal made to him, after I had answered, (being previously excited by a writing from the hands of Col. Thomas Hudgins, now in my possession.)

I proceed to amend my answer in this, that he was at a hiring which I conducted as agent at the battery or near thereto, in January, 1843, perhaps, and signed a bond for the hire of a negro, John, along with Houlder Hudgins, which bond Thomas Hudgins paid to me in bank notes, sure enough papers, now in my possession at home, and reference to the statement of Spark's guardianship of Fanny and Octavia Sparks, and the bond handed over to Col. Thomas Hudgins, if produced, will show the date in facts.

Answer to John T. Seawell's 1st question. The estate which Mr. John L. Hudgins held in the lands referred to, was not, nor is yet, known to me upon the commissioner's book for the year 1842; upwards of 12,000 acres are charged to him, which I supposed was his; since the same old Seaford sale, in July, 1842, rumors have circulated, and I have understood that Mr. John L. Hudgins held only a life-estate, and after his death the Matthews land, about 100 acres of it, upon which the mansion-house is situated, goes to his sons, Albert G. and Elliott W. Hudgins; I do not recollect nor know that any land near to or adjoining has since been sold.

2 question by same. How far is Seaford from the lands you have spoken of, belonging to John L. Hudgins; what is the quality of the Seaford land, and what did it sell for in 1842?

Answer. Seaford is about one mile from the mansion-house, situated on the 100 acres of land spoken of. The quality of the Seaford land is good, and sold some time, in perhaps 1842, under James M. Vaughn's trust-deed on the same, at about $4,500 for the tract of about 750 or 800 acres, lately advertised by Thomas Hudgins, as agent for James C. Spotts, at about 800 acres.

3d question by same. Is there or was there any dwelling-house on the lands held by John L. Hudgins, in Matthews, except that above named, or the 100 acres, or any improvement except fences?

Answer. I know of none, except the dwelling-house in which Mr. John L. Hudgins resided ever since I knew Matthews county; if there were any other buildings elsewhere of his in the county, I think the probability is, that they were quite inconsiderable, or I should have seen it or them.

4th question by the same. Are you certain what kind of executions were in the hands of the sheriff of Matthews, in 1842, against the person or property of John L. Hudgins, whether ca. sa. or fi. fas.?

Answer. I am strongly inclined to think, that they were mainly fi. fas. in the hands of John Bohannon, my deputy; I am inclined to think there were no ca. sa. in his hands or mine at that time; a ca. sa. in the name of Thomas Smith, admor., plt. vs. John L. Hudgins, dated the 20th July, 1842, did come into my hands on the day of its date or afterwards; reference to the exon. returned will, by the en-

dorsements thereon, *will* show the precise date that the exe'on came to the sheriff's hands; sup'r ct. exe'on *exe'on* produced by the clerk, and found to be endorsed thereon, as coming to the hands of the sheriff on the 22d July, 1842.

5th question by same. Did or did not John L. Hudgins conceal himself or his property from the sheriff of Matthews, before the 22d of July, 1842?

Answer. On examination of the superior court ex'eon book, I find last previous to the 22d of July, 1842, three executions which issued in names of Tompkins, Armestead, and Diggs, or Armistead and Diggs, survivors, pl'ts, vs. John L. Hudgins, def't, issued on the 29th April, 1842, made returnable to 1st Monday in July, 1842; that, by return, property was given up, and fo. co. bonds taken, forfeited and returned. Mr. John L. Hudgins did not conceal himself or his property, to my knowledge, until after the Seaford sale, in 1842; that sale occurred on the 4th July, 1842.

6th question by same. You have stated in answer to the 8th question by pl'ff att'y, that Houlder Hudgins knew the executions spoken of in your answer to the 2d question by the same, were in the hands of the sheriff, and that a levy was prevented by John L. Hudgins; will you state how you ascertained that Houlder knew these facts, and when he became possessed of them?

Answer. The taking of these depositions is adjourned until to-morrow, 25th Sept'r, 1846, to be taken at this place at 7 o'clock a. m.

H. W. DANGERFIELD, *Com'r.*

Pursuant to adjournment, I attend at this place at 7 o'clock a. m., 25 Sept'r, 1846, when and where the parties came before me, and the deponent, Edmund Jones, proceeded to answer the 6th question by John T. Seawell, counsel for defendant, Elliott W. Hudgins.

H. W. DANGERFIELD, *Com'r.*

Answer. In my answer to the 8th question, to which I presume you allude, upon examination and due reflection and reference to the 2d question, I find that I made a mistake in the purport of my answer to the same, as to the precise time that John L. Hudgins prevented the levy. John L. Hudgins did not, to my knowledge and belief, prevent a levy or conceal himself from the sheriff, previous to the Seaford sale on the *the* 4th day of July, 1842. I have no knowledge, or will I attempt to say, that Houlder Hudgins had any knowledge of any executions in the hands of the sh'ff vs. his brother John, previous to the 4th of July, 1842; and my answer now questioned was in my mind, and only intended to apply to ex'eon, and any other process in the hands of the sh'ff, very shortly after the 4th July, 1842; when Houlder Hudgins went up to his brother John's, with John Bohannon and myself, at the Seaford sale, it was generally believed that John L. would be greatly damaged as security for his brother, Thomas Hudgins.

7th question by same. Are you certain that any executions that came to your hands, or the hands of your deputy, previous to July,

1842, against John L. Hudgins, were not levied? and if there were any such not levied, was it because of John L. Hudgins preventing it by concealing his property, or keeping it out of the way of the sheriff?

Answer. I should not know of any exe'ons which went into the hands of my deputy previous to July, 1842, vs. John L. Hudgins, without a laborious examination of the exe'on books, which are now present, and can be examined by the attorney for himself; the exe'on now levied can be referred to from the books, if any. My attention was not drawn to any exe'ons vs. John L. Hudgins until after the 4th of July, 1842, when Houlder Hudgins proposed to John Bohannon, deputy, and myself, to go up with him and see what could be effected with the exe'on in said Bohannon's hands vs. his brother Jno., the result of which is more fully set forth in my answer heretofore. I acted by deputies John Bohannon and John H. Diggs, but did take some exe'ons afterwards vs. Jno. L. H.; but my impression is, that John L. Hudgins did not in any way prevent a levy previous to the 4th July, 1842.

8th question by same. Were not the executions spoken of in your answer to the 2nd question by pl'ff's att'y returnable on the 1st Monday in July, 1842?

Answer. The exe'ons in the superior court were made returnable to the 1st Monday in July, 1842, and the exe'ons from the county court were made returnable to the second Monday in August, 1842.

9th question by same. You stated that these executions went into the hands of your deputy, and were not levied because John L. Hudgins concealed his property; will you state how you know that they were not levied for this reason?

Answer. I again repeat, that I have no knowledge of any executions or other process which went into the hands of either of my deputies previous to the 4th July, 1842; and if John L. Hudgins concealed himself or property previous to that time, I have no knowledge of the same. I qualified at March ct., 1842, as sh'ff, and did go with Bohannon, D. S., up to the Hudgins's, after the 4th July, 1842.

10th question by same. You have stated that John L. Hudgins was arrested in York or Elizabeth City county, under ca. sa. executions issued from the clerk's office of this county, perhaps in the latter part of 1846; will you state, now, whether you are confident, now, that these ca. sas. were executed on him; and if so, how do you know it?

Answer. Two ca. sas. and two fi. fas., endorsed for the benefit of Elliott W. Hudgins, son of John L. Hudgins, one of the def'ts, did go over to Elizabeth City co., and were returned by the sh'ff of the co., one of the fi. fas. satisfied. 6 other exe'ons,—ca. sas. and fi. fas.,—of the same date, for the benefit of other persons, went over to the same co., and were returned by the sh'ff of said county "not found and no property;" said exe'ons were made returnable to Feb'y ct., 1845; this answer, I hope, will be deemed sufficient. Upon the examination of the exe'on book now before me, (the Matthews' office,) the facts above are found—ca. sas. from the superior court and county court

did issue in Matthews co. on the 7th March, 1845, and were executed on the def't, Jno. L. Hudgins, and were executed in Matthews, under which the def't, John L. Hudgins, took insolvent oaths, &c.; and his son, Elliott W. Hudgins, bought his schedule at the price of $5 00, as per return on exe'on, sup'r ct., page 90.

11th question by same. Did you or not know that any ca. sa. executions were executed on the person of John L. Hudgins, either in York or Elizabeth City counties, since July, 1842?

Answer. I do see by the returns on the ca. sa. exe'ons, in my answer to your 10th question, that no ca. sa. was executed in fact, but the money was made on a fi. fa. exe'on for Elliott W. Hudgins's benefit.

12th question by same. You have stated that Houlder Hudgins never asserted to you that John L. Hudgins owed him more than $800; will you now state whether Houlder was in the habit of confiding to you the state of his affairs, or of telling you who was indebted to him about the time you speak of?

Answer. If my memory serves me, he made the remark in the clerk's office, soon after the *Seaford* sale in July, 1842, that his brother John owed him $800; it was done under much excitement, though, he being then under the impression that his brother John L. Hudgins would be greatly injured by his brother Thomas Hudgins; Houlder Hudgins was not in the habit, nor never did, communicate to me his private affairs.

13th question by same. You have stated that you were acquainted with some of the slaves, and a considerable portion of the other personal property conveyed by the bill of sale now before you, marked A, dated the 19th July, 1842, and that the same remained in the possession of John L. Hudgins after the date of the said bill of sale; will you state how you know that the property remained in his possession?

Answer. In passing by his premises, frequently; and after the 19th July, 1842, I saw sundry horses, mules, sheep, oxen, cows, &c., and negroes, on the premises; but be it again remembered and mentioned, that I had no fi. fas. and ca. sas. in my possession when I was in his house, and saw furniture, &c. In order to get an interview, sight, &c., I had to proclaim the fact that I had no process, otherwise I could not hardly see the premises; my deputy or deputies had, though, I believe. I could not in *no* case, except to save life, consent knowingly to lie or decoy.

14th question by same. Am I not to understand you to say that you know the negroes, horses, mules, sheep, oxen, cows, &c., seen by you on the premises occupied by John L. Hudgins, after the 19th day of July, 1842, to be the same specified and conveyed in the bill of sale before spoken of?

Answer. Negroes Charles and Harry, and perhaps Phylitia, named in the bill of sale of the 19th of July, 1842, were taken from the premises and sold as John L. Hudgins's property, I think by deputy John Bohannon; stock, household furniture, &c., remained there; but it

would be extremely hard for me to identify the stock, as I would not have been permitted to mark them, nor did I attempt it. The foregoing, or a part, remained on the premises after the 19th July, 1842.

15th question by same. You state that it would be hard for you to identify the stock, &c., conveyed by said bill of sale; will you now state how it is that you know *that you know* that you saw it at John L. Hudgins's in passing, after the 19th July, 1842?

Answer. I believe the things were the same; perhaps they did not show so thick or numerous, but the appearance were quite much like old times or former appearances, with perhaps (as I have already stated) a small diminution.

16th question by same. Were you not, for several years previous to 1842, in the habit of visiting at John L. Hudgins's, in such a manner as to become well acquainted with his plough, team, stock, &c.

Answer. I was at John L. Hudgins's house, perhaps some 4 or 5 times (or rather in his house) during my life and residence in Matthews county, from Jan'y, 1825, up to the present time; in his house 3 times or more, during the last 9 years; I distinctly recollect seeing his carriage and harness coming from his house since July, 1842; one of the negroes, his in the field, when asked, told me that it was his master John L. Hudgins's carriage, horses, and harness, rather smiling and grinning at the time. I will now say again, if I have not already so said, that much of the effects of the same old stock on hand remained on the premises after July, 1842, up to March, 1845. I am certain that I passed his house and the Seaford premises once for nearly every month in each year, sometimes in the night.

17 question by same. Were you or not one of the trustees for the sale of Thomas Hudgins's property at Seaford before spoken of, or did you have any thing to do with the sale of said property or distribution of the money arising therefrom.

Answer. I was not so inserted in the deed of trust. Colo. Hudgins named me as such, but the makers of the deed would not so insert me as one of the trustees. I never had any thing to do with the trust-fund, although quite desirous, as a small provision was made along with the 4th class of creditors named in said trust-deed.

18th question by same. Am I or not to understand that your presence, when John L. Hudgins applied to the trustees at the Seaford sale for a lone of part of the money arising from the sale, was accidental or otherwise?

Answer. I went to the sale in part to buy and to see what was sold, and became the bidder, along with Richard Foster and Robert Billups, for the growing crop of corn, but did not succeed in the purchase; but when George W. Southall came in the evening, naming the object of his visit, with a notice, perhaps, to the trustees not to part with any part of the trust-funds, and naming the intention of some of the creditors or creditor to have Colo. Thomas Hudgins declared a general bankrupt, all persons then remaining became concerned. I myself was much concerned for Mr. John L. Hudgins, as were all of his re-

lations present, and some others for themselves. I attended particularly to the talk had with the trustees, Southall, Hudgins, Roy, and others. The trustees seemed quite much alarmed themselves, and consulting Southall and Roy to aid them in their difficulties, how *the* should secure the trust-funds before parted with, &c., &c.

19th question. Are you perfectly certain, now, that Rob. Hudgins united in any way in the application before spoken of by John L. to borrow money of the trustees; if you are, will you state any thing said or done by him on that occasion to warrant such a statement from you?

Answer. If memory at all serves me, Robert Hudgins did say, in his talk with S. G. Miller, one of the trustees, mainly had, that he would join his brother John in a bond for the money to be borrowed, and that James M. Vaughan would, perhaps, also join; and it was also proposed by John L. Hudgins to give a trust-deed on his lands, or all his lands, perhaps; indeed I am certain he included all; Robert Hudgins present and assenting; James M. Vaughan always shying off and declining going his security whenever the subject was mentioned. In further confirmation of the extreme caution used by the trustees of Miller mainly, was not the strongest effort made by more than responsible men with every sort of indemnity to obtain some of the trust-fund then and there only trusted in the fire-proof chest, in charge of Frances Armistead, and no part of it could be obtained for the purpose of becoming bidders for the Seaford land under James M. Vaughan's trust-deed, perhaps, in the latter part of 1842, at Matthews C. H.

20th question by same. You stated that John L. Hudgins made application for the loan from the trustees at Seaford sale, and proposed to secure it on his lands; Rob't Hudgins present and assenting to the *arraingment* proposed? I again asked you to state any thing said or done by Rob't Hudgins showing his assent; will you also state on what day of the Seaford sale this proposition was made?

The further taking of this deposition is adjourned to-morrow, 26 Sept., 1846, at 7 o'clock a. m., to be taken at the same place.

H. W. DANGERFIELD, *Com'r.*

Pursuant to adjournment, I attended at this place, and the parties came before this morning, 26 Sept'r, 1846, 7 o'clock, and the deponent, Edmund Jones, then proceeded to answer the 20th question by John T. Seawell, counsel for Elliott W. Hudgins.

H. W. DANGERFIELD, *Com'r.*

Answer. I was present at the Seaford sale in July, 1842, on the second day of that sale by the trustees, in the big deed, making provision for numerious creditors in said deed, in which John L. Hudgins had been provided for; upon John L. Hudgins's application to the trustees for his portion of the funds, he was informed that they had been served with a notice not to pay over any portion thereof; it was

then that he and his friends became much concerned, and a proposition was made by him to the trustees to obtain a portion of said funds, bonds and security being required, and a trust-deed upon real estate also; Robert Hudgins being present proposed to go his security in a bond *in a bond*, and remarked that Mr. Vaughan would, perhaps, also join, as more at length heretofore stated, and he, John L. Hudgins, would also give a deed upon his lands or all *or all* of his lands; Robert Hudgins being present assenting to the same; writing to that effect were commenced by Mr. Roy, and he was engaged in writing late in the evening when I left, as more at length heretofore by me attempted to be set forth.

21st question by same. Am I to understand, by your answer to the last question, that Robert Hudgins made the proposition that John L. Hudgins should secure to the trustee on his lands, if *the* would lend him some of the funds arising from the Seaford sale?

Answer. Robert Hudgins was present, and assented to the same; he certainly raised no objection to any sort of deed his brother might make, but rather urged it, to obtain the funds aforesaid.

22d question by same. You have stated that there was considerable excitement on this occasion amongst the people at the Seaford sale; will you state at what part of the Seaford premises the parties were, and who was present, when this proposition above spoken of was made?

Answer. The proposition was made in the yard to the trustees by John L. Hudgins, Robert Hudgins being present, and Elliott W. Hudgins in hearing, perhaps. The curiosity of the crowd was somewhat excited at the caucusing going on, but I do not attempt to say that any proposition was proclaimed aloud so that all at the sale could have been made to hear; others that were present can speak for themselves.

23d question by same. Had you any greater opportunity of hearing what was going on, the occasion above spoken of, that any other person of the crowd around who had no hand in the management of the Seaford sale?

Answer. I had a provision along with the 4th class of creditors in said big deed; I was intimate with S. G. Miller, and John Bohannon, and John H. Diggs; the other two trustees were my deputies; all of them are communicative to me about the most of their matters of business; they would be desirous then and now to have me present, and aid, perhaps, should any difficulty occur in a business transaction.

24th question by same. You state the proposition to secure the loan, if made by a deed of trust on John L. Hudgins's land, was made by him. I again ask you to state what was said or done by Robert Hudgins, on that occasion, to warrant you in supposing that he assented to such a proposition?

Answer. Robert Hudgins proposed to join his brother John in a bond, and the trustees demanded also a trust-deed upon real estate. John L. Hudgins proposed, and Robert Hudgins being present as-

sented, and consented that his brother John should give a deed upon his land, or all of his lands, in Matthews and elsewhere perhaps; Mr. Roy, who commenced drafting the deed, was informed no doubt of the lands.

The further examination of witnesses in this cause is continued *untill* the 28th September, 1846, to be taken at this place, the examination to commence at the same hour as heretofore, 7 o'clock a. m., (the 27th of Sept'r being Sunday.)

H. W. DANGERFIELD, *Com'r*.

Pursuant to adjournment, on the 26th Sept'r, I attended at this place, John H. Diggs's tavern, usually known by the name of Benson's hotel, at 7 o'clock a. m., and continued in attendance until sundown of this day, 28th of September, 1846, and the parties, heretofore mentioned in the cause, not appearing in person or by attorney, nor neither of the witnesses who are to testify in this cause coming before me, I do continue the examination of said witnesses until to-morrow, the 29th of September, 1846, to be taken at this place, the examination to commence at 10 o'clock, a. m.

H. W. DANGERFIELD, *Com'r*.

Pursuant to adjournment, on the 28th Sept'r, 1846, I attended at this place at 10 o'clock a. m., on the 29th day of Sept'r, when and where John D. McGill, counsel for plaintiffs, and John T. Seawell, counsel for .

The deponent, Edmund Jones, proceeded to give his deposition as heretofore.

H. W. DANGERFIELD, *Com'r*.

25th question by same. Will you state, whether your assertion that Rob't Hudgins assented to the proposition of John L. Hudgins to secure any loan he could obtain from Thos. Hudgins's trustees, on his lands in Matthews and York, &c., is founded upon any thing said or done by Robert Hudgins, on that occasion, or only an inference from the facts that you suppose he heard it and did not object; and if based on anything said or done by *by* him, will you state what it was?

Answer. Robert Hudgins showed by his anxiety every disposition, in action, words, and so far as his permission, consent, and no objection by him raised to his brother John L. Hudgins, giving a deed upon his lands, or all of his lands, to secure the repayment back of any funds which they might thus advance, and proposed himself in person to join his brother John in a bond, saying that Mr. Vaughan would also join. When Mr. John L. Hudgins proposed giving a deed upon his lands, Mr. Robert Hudgins was present in the yard, and also in the house at Seaford, and asserted no claim upon any of his brother John's lands, and did consent, and rather encouraged that the fund from the trustees should be obtained, and that his brother John should also give a deed upon all of his lands; and complained of the trustees for not ad-

vancing; Mr. Robert Hudgins was not by his conduct an idle spectator and looker on, but much interested, judging by his deportment throughout.

26th question by same. Do you, or not, mean to say that Rob't Hudgins himself made a proposition that his brother John should give a deed on his lands to the trustees?

Answer. I do not mean so to say; I mean this, and this only, that Robert Hudgins proposed to join his brother John in a bond, and raised no objection, but rather encouraged that his brother John should give a deed in addition upon his lands, or all of his lands; and Mr Ro. Hudgins did not on that occasion insinuate or assert any claim upon any portion or part of his brother's lands.

27th question by same. Did you hear Mr. Vaughan refuse to join John L. Hudgins in a bond at the Seaford sale, or do you state it on the information of others?

Answer. When it was proposed by Mr. Rob. Hudgins that he would join his brother John in a bond, the trustees would not have been so extremely particular about a deed upon lands, but Mr. Vaughan did not show by anxiety, word, or deed, that he would join in any bond, deed, or other instrument in which *me* might be intrammeled, or incur any sort of risk in the difficulties, but, on the contrary, always shyed off when bonds and deeds were spoken of, or alluded to, or any sort of instrument was spoken of to which he was requested or might be required to affix his name.

28th question by same. You have stated, that to your knowledge, Robt. Hudgins has not exercised any acts of ownership over the lands purchased by him of John L. Hudgins, in Matthews, since the 21st February, 1842; will you say whether you have visited these lands since that time in such a manner as to enable you to say who acted as owner of them?

Answer. I remarked heretofore in some one of my answers that Ro. Hudgins had not been in Matthews co. since the Seaford sale in July, 1842, and remarked before so doing, that I had some faint recollection of having seen him in this co., but was stopped from a remembrance of the same by counsel; he, Mr. Ro. Hudgins could inform me of the time when and where I had seen him in Matthews co.; upon an answer heretofore given to some question I have admitted the fact, that he was at the battery in this co., perhaps in January, 1843, and along with Houlder Hudgins executed their bond to me in the character of agent, perhaps, for the Sparkes's, for the hire of a negro boy named John, which bond was afterwards paid me in the clerk's office at Matthews Ct. House some one or more months after the same became due; Colo. Thos. Hudgins did, I think, on the same day pay to Mr. John Dangerfield am'r of H. A. Van Bibler, one or two more bonds for negro hire, less one or more blankets and hats or caps; the bonds to the Sparkes's, paid off by Colo. Thos. Hudgins, when, or if exhibited by him, will show the date when Mr. Robt. Hudgins was at the battery. Since that one time, and at the Seaford sale, he has ex-

ercised no ownership over any lands, or lands in the county of Mathews. I have heretofore stated that I have passed the lands of Mr. John L. Hudgins at various times; I now do say, that I have no remembrance whatever of ever seeing Mr. Ro. Hudgins within the last 5 or 6 years at or on the premises or lands of Jno. L. Hudgins.

29th question by same. Will you say whether it is or not possible that Robert Hudgins may have exercised ownership over these lands without your knowledge?

Answer. I do not in fact believe that Mr. Ro. Hudgins ever exercised any ownership over any land in *to* co. of Mathews since he parted with the Church land, for which a deed has been committed to record in this county; if he has ever exercised any ownership, and will *assist* the time when and where, and can remind me of the same, I will (my memory being good) set forth fully and at large the same.

30th question by same. Do you or not know who has paid the taxes on the Belle Isle land, and the land purchased by John L. Hudgins of Mordica Cooke, and other land conveyed in the deed to Rob't Hudgins afors'd since the year 1842?

Answer. I do not myself now know. My deputies I am desirous to bring to a settlement. John Spencer, D. S. for me in 1842, and him and Baldwin Foster, tax-gatherers for the year 1843, and John Bohannon and Jno. H. Diggs, deputies and tax-gatherers since March, 1844, up to March, 1846, can show by their books, and the holders or payers or payor can by the rec't or rec'ts in their possession perhaps can by the exhibition of the same show who or whom purports to have paid the taxes for the several years alluded to in your question to me made.

31st question by same. Do you or not know when John L. Hudgins became so largely bound as security for his brother Thos. Hudgins?

Answer. I do not in fact know, but my impression is that it was some months, and perhaps one or more years, (on some claims,) previous to the July sale at Seaford in 1842, by the trustees in Colo. Thomas Hudgins's big deed to his numerous creditors, in which John L. Hudgins had a provision made for his benefi. The records of the many suits in this county, by a careful and deliberate examination of the bonds, &c., &c., &c., will show prove a more concise date of the same.

32d question by same. Had you or not at this time any claim or demand against John L. Hudgins, due you or your assignee, unsatisfied?

Answer. I have no claim or demand against Mr. John L. Hudgins, and I hereby grant him my receipt against any claim which may be supposed in existence or outstanding against him.

33d question by same. Did you or not, sometime in the year 1841, take a bond of John L. Hudgins, payable to you as executor of Booker Miller, dec'd; if yea, did you or not assign that bond to John P. Stoaks, of this county, a judgment obtained thereon by him, on which

an execution was issued from the clerk's office, and returned by the sheriff "no estate;" and has that debt ever been paid by John L. Hudgins, or any one else for him?

Answer. I did in 1839, '40, '41, or '42, hire a negro man named Barney, belonging to the estate of Booker Miller *estate* at the battery; and one of John L. Hudgins's sons, perhaps Andrew, bid him off at the price of between $80 or $91, and sometime after, say in January, 1839, '40, '41, and after the Seaford sale in July, 1842, handed over the bond signed by Jno. or J. L. Hudgins to S. G. Miller, the clerk of this co., who deemed it advisable to apply elix. vitriol, as he called it, and it was accordingly applied in the form of a capias ad respondendum to August court, quarterly court, 1842. The bond in fact had been assigned by election, or otherwise, to one Thos. B. Stoakes, and said Stoakes has his rec't recorded for the full am't of the said claim. If my memory serves me, Geo. R. Armistead, or O. Billups, was a witness to said bond now filed in suit.

34th question by same. Has or has not that claim been paid *of* by John L. Hudgins, or any one for him, or is the receipt you speak of as fictitious as the assignment to Thos. B. Stoakes?

Answer. That claim has been paid off through the sales of negroes, Charles and Henry, or Harry, sold as the property of John L. Hudgins, about which there has been a chancery suit decided in the circuit court of this county. For the particulars refer to the records.

35th question by same. Will you state whether the slaves, Henry and Charles, named in your last answer, are not two of the slaves named in the bill of sale heretofore spoken of, made to Houlder Hudgins by John L. Hudgins, dated the 19th day of July, 1842.

Answer. I do believe they are the same slaves named in that bill of sale.

36th question by same. Will you state whether you were or not the real owner of the claim above spoken of, from the time a suit was instituted on it in the name of Thos. B. Stoakes till the money was made from the sale of Henry and Charles?

Answer. The suit spoken of was regularly assigned by me to Thos. B. Stoakes, (or some other,) and I was accountable in law, due diligence being used, either to Stoakes, or any other, or the other assignee, for whose benefit the same was?

37th question by same. You have before stated that the said claim was assigned by fiction; I now again ask you was the real owner of that claim yourself, or any other person, up to the payment of it?

Answer. I now affirm that the said claim was regularly assigned to Thos. B. Stoakes by me, and in the event the claim was lost I would be the loser, in fact to the full extent of the same.

The further examination of witnesses in this cause is continued until to-morrow, 30th Sept., 1846, at 9 o'clock a. m., to be taken at this place.

H. W. DANGERFIELD, *Com'r.*

Pursuant to adjournment, I attended at this place on this the 30th Sept., 1846, at 9 o'clock a. m., when and where came the parties; and The deposition of the said Edmund Jones having been read over to him and found correct, further this deponent saith not.

EDMUND JONES.

Here follows the deposition of John Bohannon, of lawful age, taken in behalf of Edmund Christian, general assignee in bankruptcy *in bankruptcy* for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, before me, Henry W. Dangerfield, com'r aforesaid, at the same place as the above, in the presence of the same parties, commenced on this 30th September, 1846, to be read in the same cause.

The deposition of John Bohannon, of lawful age.

Deponent being first duly sworn, deposeth and saith, by way of question and answer.

1st question by J. D. McGill, att'y for plaintiff. Were you deputy sheriff of the county of Matthews, in the year 1842; if so, state how long you acted in that capacity?

Answer. I acted as deputy sheriff in 1842; I think I first qualified as deputy sheriff in 1828, and have acted in that capacity up to the present time, with the exception of two years previous to 1842.

2 question by same. Were you one of the trustees in a deed executed by Col. Thomas Hudgins, *date* the 6th day of May, 1842, in which provision was made, among other things, for the indemnity of John L. Hudgins as security for Thomas Hudgins?

Ans'r. I was.

3 question by same. Will you state when a sale of the personal property conveyed by that deed was made; whether the funds arising from that sale were immediately paid over to the cestui que trust; and if not, relate the circumstances which prevented such payment?

Answer. The sale took place on the 4th of July, 1842, and continued two days after; the funds were not immediately paid over, and the reasons were these: on the first day of the sale we received a notice, I think, from Langston & Co., injoining the money in the hands of the trustees.

4 question by same. Will you examine the executions, copies of which are hereto annexed, marked respectively B C, D, and E, and state whether they came to your hands as deputy sheriff, about what time they came, and what proceedings were had by you as deputy sheriff under them?

Answer. The executions marked B, C, D, and E, went into the hands of Edmund Jones, sheriff, on the 30th April, 1842, and shortly afterwards were handed over to me; I believe the executions above referred to were levied on the property of John L. Hudgins; but so soon as it was ascertained by John L. Hudgins that the trust-fund could not

be applied to the payment of said executions, he secreted or kept his property out of the way of the sheriff, so that it could not be got hold of; the executions remained in my hands until the Langston case was disposed of; they were then paid out of the trust fund.

5 question by same. As no levy is endorsed on the executions, please state how it was made?

Answer. The levy was taken in writing, he having given the sheriff a list of property sufficient to satisfy said executions.

6 question. Did you make any effort after the 4th of July, 1842, to get possession, as sheriff, of the property so levied on; when were such efforts commenced, and what was the result of them?

Answer. I went to Mr. John L. Hudgins's immediately after the *Sea.* sale—I think during the same week—for the purpose of getting possession of the property given up to satisfy the executions then in my hands; but before I got to John L. Hudgins's I fell in with Mr. Houlder Hudgins, who went with me to Mr. John L. Hudgins's, and I think it was probably through him that the property was kept out of the way of the sheriff.

7 question by same. Did you on that visit see John L. Hudgins at all; did you demand the property of him; did you make any effort while there to find it?

Answer. I did see John L. Hudgins; I also demanded the property, but don't recollect that any effort was made to get possession of the property, as I saw none that I had levied on; Mr. John L. Hudgins said that there was money enough in the hands of the trustees to pay the executions for which he was bound, as the security of Colo. Hudgins, and thought it was very hard to let his property be sold to pay his brother's debts, while he, Thomas Hudgins, was fully able to do so.

8 question by same. While the trust-funds under Colo. Hudgins's deeds were thus injoined in your hands, was any application made to you by Houlder Hudgins, on behalf of John L. Hudgins, for a loan of any part of these funds?

Answer. Mr. Houlder Hudgins applied to the trustees of Thomas Hudgins for money to pay off the executions in the hands of the sheriff against John L. Hudgins, as security of Thomas Hudgins; he, Houlder Hudgins, said we would run no risk, as his brother John would give ample security.

9 question by same. Did Houlder Hudgins in or about the month of July, 1842, state to you, or in your presence, the amount in which his brother John L. Hudgins was indebted to him; if so, state what amount and under what circumstances the statement was made.

Answer. In July, 1842, I heard Mr. Houlder Hudgins say that John L. Hudgins owed him about eight hundred dollars; he expressed some uneasiness about it and said he was going to take a deed of trust to secure the amount. Mr. Jones and myself had some talk with Mr. Houlder Hudgins about the situation of the executions, then in the hands of the sheriff, against John L. Hudgins; he said that John L.

Hudgins was going to give him a deed of trust, and if we would go with him to his brother John's, he would prevail on him to secure the sheriff by giving him a deed upon his property.

10 question by same. Did you go with him for this purpose, as proposed; and if so, what prevented the execution of such deed?

Answer. Mr. Jones and myself started from the court-house, in company with Mr. Houlder Hudgins, for the purpose of going to John L. Hudgins's to have the matter arranged; when we got to Parker B. Richardson's store, about a mile from John L. Hudgins's, he, Houlder Hudgins, requested Jones and myself to stop there until he could go and see his brother John: we remained there until about two o'clock, when Mr. Houlder Hudgins returned and said to Jones and myself, we had better go in with him and get dinner as the matter was not arranged: we went in with Houlder Hudgins and got dinner; but before we dined, Jones was reading some law-book—I think it was Henning's Justice; shortly after Jones had laid the book down, one of Mr. John L. Hudgins's sons came in and had some private talk with Mr. Houlder Hudgins, and in a very short time returned; after dinner Houlder Hudgins's said he would take my horse and ride over to his bro. John's and see about arranging our business; after he left Mr. Jones inquired for the book he had been reading before dinner, but was told that it was not there; I then said that I supposed the young man had carried the book over home, and hoped that the business would be *spedily* arranged. Jones and myself remained at Houlder Hudgins's until late in the evening, when we saw Col. Allen and some other gentlemen pass in the direction of the court-house; I then said to Mr. Jones that we had better go to Mr. John L. Hudgins's and ascertain what they had done, as I was afraid Houlder Hudgins had taken a deed to secure his own debt and that the sheriff was left out. When we got to Mr. John L. Hudgins's road-gate, we met Houlder Hudgins; I asked him what he had done; his reply was, as near as I can recollect, that he had taken a deed to secure his own debt, and that the sheriffs must look out for themselves.

11 question by same. Among the executions then in your hands against John L. Hudgins, were there any from the county court of Matthews; if so, what time were they returnable?

Answer. I recollect of four being in my hands at that time from the county court, returnable to August court, 1842—namely, one in favor of Furgerson & Milhado, one in favor of Charles S. Richardson, one in favor of Richard Anderson, and one in favor of Charles and George Reid.

12th question by same. Were these executions included with those from the superior court in the levy made by you, as stated in answer to my 4th and 5th question?

Answer. They were.

13th question by same. Has John L. Hudgins concealed himself or his property so as to avoid the execution of process by the sheriff of

Matthews; if so, please state when he commenced so to conceal himself, and how long he continued to do so?

Answer. He has concealed himself and property so as to avoid the execution of any process by the sheriff. The first time I ever knew him to conceal himself or property was in the early part of July, 1842, and continued so to do until about 1845.

14th question by same. Will you examine the bill of sale from John L. Hudgins to Houlder Hudgins, a copy of which, marked A, is filed with Edmond Jones's deposition herewith, and say whether you know any of the property mentioned therein; whether the same was in the possession of John L. Hudgins at the date of the bill of sale, and in whose possession it has since been?

Answer. I know some of the slaves mentioned in the said bill of sale, and believe that they were in his possession at the date of said bill of sale, and that some of them continued in his possession until they were sold by the sheriff under executions against him (John L. Hudgins.) I know that Mr. John L. Hudgins owned a carriage and some eight or ten horses; he had on his farm, also, sheep, cattle, &c.; but how many, I know not.

15th question by same. Did John L. Hudgins continue in possession of the carriage and other property mentioned after the 19th July, 1842?

Answer. The carriage and other property remained on the farm for some length of time, perhaps twelve or eighteen months, or more. I afterwards learned that the carriage was in York county, and that some of the negroes had been sent off and sold.

16th question by same. After, or at the interview with Houlder Hudgins, mentioned by you in answer to my 10th question, did Houlder Hudgins forbid your levying executions against John L. Hudgins or his property?

Answer. He afterwards did forbid my levying any executions on the property in the possession of John L. Hudgins.

17th question by same. What reason did he give why you should not make such levy.

Answer. He said that he had bought the property of his brother John.

18 question by same. Please state, as nearly as you can, with the bill of sale before you, the value of the property mentioned in it?

Answer. By reference to a deposition formerly given by me, to which I have referred to refresh my memory, I find that I valued the negroes at an average of $175, the four horses and two mules at an average of from $30 to $40, for forty head of cattle at $200, or the carriage and harness and gig and harness at about $150, the seventy head of sheep at $80, thirty-five head of hogs at $70, nine beds and other furniture at about $312, making in all four thousand three hundred and forty-seven dollars.

19th question by same. Do you know the tract of land on which John L. Hudgins resided in Mathews county in 1842; if so, please

state the number of acres and probable value of that land, and of any other land then held by him in Mathews county?

Answer. I know that Mr. John L. Hudgins in 1842 had in his possession a large tract of land, I suppose about a thousand acres; but can't tell exactly without reference to the commissioner's book; I suppose the land at that time would have sold for eight or ten dollars per acre on the usual credit on which lands are sold.

20th question by same. Did the lands, of which you speak, continue in the possession of John L. Hudgins after the year 1842; if so, how long after that year?

Answer. Mr. John L. Hudgins continued on the farm some time after 1842; but can't say how long; he was some time there and some time on Back river, or in York county. I believe his son, Thomas, has occupied the farm for the last two years.

21st question by same. Does John L. Hudgins still reside at the same place?

I have seen him there occasionally; but don't know that he has any control there.

22d question by same. At the sale made by yourself and other trustees at Seaford, in July, 1842, was Robert Hudgins present?

Answer. He was.

23d question by same. Was there an effort then made on behalf of John L. Hudgins to procure a loan of a part of the trust-fund; if so, please state how it was proposed to secure the repayment of such loan?

Answer. Mr. John L. Hudgins applied to myself and the other trustees for the loan of money to pay off the executions against him as the security of Thomas Hudgins, and offered to give us a deed of trust upon his real and personal estate, both in this county and York county; he also said he would give James M. Vaughan and Robert Hudgins as further security; we had agreed to let him have the amount of money asked for, provided Mr. Vaughan and Mr. Ro. Hudgins should join him in the bond; but Mr. Vaughan, after some time, refused to become the security, and we refused to let him have the money.

The further taking of depositions in this cause is continued until tomorrow, 1st Octo., 1846, at 9 o'clock a m., to be taken at this place.

H. W. DANGERFIELD, *Com'r.*

Pursuant to adjournment, I attended at the place, on 1st Octo., at 9 o'clock, when and where came the parties; and the deponent, John Bohannon, proceeded with his deposition.

H. W. DANGERFIELD, *Com'r.*

24th question by same. When Mr. John L. Hudgins proposed, as stated in your last answer, to give a deed of trust on his lands in Mathews and York counties, to secure the fund which he desired to

borrow, were Robert Hudgins and Elliot W. Hudgins, or either of them, present?

Answer. I don't know that either of them were when he first made the application. Mr. Ro. Hudgins and E. W. Hudgins were both at the Seaford sale, and probably had some conversation with the trustees about borrowing the money.

25th question by same. You say that you do not know that either of them were present when he first made the application; were they or either of them present while the treaty for a loan and security on the lands was pending, and the subject of conversation among the parties?

Answer. Mr. John L. Hudgins, James M. Vaughan, Robert Hudgins, Shepard G. Miller and myself had some conversation about the matter at Seaford. While the sale was going on, Mr. John L. Hudgins desired us, the trustees, to let him have money enough to discharge the executions then in the sheriff's hands against him. He said that his brother Robert and Mr. Vaughan would join him in the bond, but the trustees demanded further security; he then offered us a trust-deed on his real and personal estate in Matthews and York county. My impression is that Mr. Ro. Hudgins agreed to become the security provided Mr. Vaughan would, but Mr. Vaughan refused; and I am not certain that he ever did agree to become the security. I don't recollect that Mr. E. W. Hudgins was present during that conversation, although he might have been.

26th question by same. Was the trust-deed proposed to be given on the real estate spoken of in the presence of Rob't Hudgins?

Answer. I think it was.

27th question . Did you, upon that occasion, or at any other time before the 8th August, 1842, hear anything from Rob't Hudgins, or any other person, of his (Rob't Hudgins) having a deed for the lands in Mathews?

Answer. I heard nothing of Mr. Ro. Hudgins having a deed for his brother John's land in the county of Matthews at that time, and don't recollect the exact time when I did hear it.

28th question by same. Did you hear of such deed before it was proven in court to be recorded?

Answer. I never did.

29th question by same. From that time to the present have you known any act of ownership to be exerted by Mr. Rob't Hudgins over the Matthews lands?

Answer. I have not.

30th question by same. Have you, since the 6th July, 1842, seen Mr. Rob't Hudgins in the county of Mathews? If so, please state how often and upon what occasion.

Answer. I don't think I have seen him in the county of Mathews since 1842, until about four weeks since.

31st question by same. Have the lands in Mathews, which were in the possession of John L. Hudgins in July, 1842, increased or decreased

in value since that time? if so, to what has that increase or decrease been owing?

Answer. Lands generally, since 1842, have decreased in value in the county of Matthews, but can't give exactly the reasons why they have decreased.

32d question by same. Was that land rendered more valuable by the timber on it? and has that timber, since 1842, been, to any considerable extent, cut and sold?

Answer. It certainly was; there has been a great deal of timber cut and sold from the land since 1842.

33d question by same. By whom was it cut and sold?

Answer. I can't exactly say who sold it, but this fact I know: that about twelve or eighteen months since, Mr. Lewis Hudgins, of this county, built a large brig, and a large portion of the timber was got on the land belonging formerly to Jno. L. Hudgins.

34th question by John W. Jarvis, att'y for pl't'ff. Will you state any conversation you may have heard in the clerk's office between Elliott W. Hudgins, Shepard G. Miller, or between the said Hudgins and others, in relation to the land owned by John L. Hudgins in the county of York, and the same being conveyed by his father to him? and state what was the purport of the conversation of the said Elliott W. Hudgins, and at what time it occurred.

Answer. I heard Mr. Miller tell E. W. Hudgins that he had understood that his (E. W. Hudgins's) father had made him a deed for his land in York county. Hudgins replied that it was a lie, but in a short time returned and said he would explain: he said that his father had not made him a deed for the whole of his land in York county, but that he had made him a deed for a part of his land; I don't exactly recollect the number of acres he said was deeded to him, but think it was between three and four hundred acres. This conversation took place in the clerk's office, in July, 1842.

35th question by same. Will you please state any conversation which was had by you, Shepard G. Miller, Richard Coke and Houlder Hudgins, senior, at July court, 1842? and state what was said by Houlder Hudgins at that time.

Answer. I have just looked at an answer given by me to a similar question, in a deposition formerly given by me in the suit of Miller's adm'r, and find from that deposition that at July court, 1842, Mr. Coke commenced a conversation with Mr. Shepard G. Miller on the subject of John L. Hudgins borrowing money from the trustees to pay off the executions then in the sheriff's hands against him. In the course of the conversation, Mr. Miller gave, as a reason for not letting him have the money, he was afraid of pocket-deeds. Mr. Houlder Hudgins was in the court-house at the time, on the bench. So soon as he discovered us, or ascertained that we were talking about J. L. Hudgins, he immediately came where we were, and asked how long a deed would be good, provided it was not recorded. I think Miller's reply was, "Eight months."

36th question by same. You stated, in the former part of your deposition, that John L. Hudgins continued on the land in the county of Mathews for some time after July, 1842; will you now state who were the white members of his family while he so continued on it, and where they now reside?

Answer. In 1842, Mr. John L. Hudgins's white family, to the best of my knowledge, consisted of himself and wife, and three sons—Thomas, Andrew and Maxwell. Thomas and Andrew still continue to occupy the farm; or, in other words, they still remain on the farm.

37th question by same. Will you please state whether or not John L. Hudgins was a married man in 1842? and if so, state whether his wife resided and continued to reside, and whether or not he had any other children who resided with him in 1842.

Answer. I think he was a married man in 1842, and that his wife continued with him on his farm until she died; if he had any other children with him other than those spoken of, I don't recollect it.

38th question by same. Will you please state what is the pecuniary condition of Thomas, Andrew, and Maxwell Hudgins, and specify the description of property owned by them?

This question objected to by John T. Seawell, counsel for Elliott W. Hudgins.

H. W. DANGERFIELD, *Com'r.*

Answer. I believe Andrew Hudgins at this time owns a horse; if he has any other property I don't know it. Thomas owns a horse and gig, and probably some stock; he owns probably two negroes sold by me under executions against Jno. L. Hudgins, but can't speak very positive without reference to said executions.

39th. Will you please state what property was owned by them in 1842?

This question objected to by John T. Seawell, counsel for Elliott W. Hudgins.

Answer. I know of none.

40th question by same. You state, in the preceding part of your deposition, you have had sundry executions in your hands vs. John L. Hudgins, since July, 1842; will you now be pleased to state whether you have ever received any money of him on executions, or whether you have ever known him to pay any debt since that time?

Answer. Since 1842 I have received of John L. Hudgins, by one of his sons, the amo't of a small execution for which he was bound; if he has paid me any other money I have no recollection of it.

1st question by John T. Seawell, att'y Elliott W. Hudgins.

You have stated that certain executions, marked and referred to by the plff's att'y, were levied by you on property belonging to John L. Hudgins; will you state whether any endorsement was made of such levy on the executions, or the written acknowledgment of a levy returned by you to the office with said executions; if not, state the reasons for such omission.

Answer. No endorsement of such levy was made on any of the executions spoken of; my impression is that the att'y for the plaintiffs permitted said executions to remain in my hands until the injunction of Sangston & Co. was disposed of, stopping the trust-fund in our hands.

2d question by same. Did or did not the plff's att'y permit those executions to remain in your hands, with the expectation they would ultimately be paid out of the trust-fund in the hands of Colo. Thomas Hudgins's trustees, enjoined by Sangston & Co. in their hands?

Answer. I believe they did.

3d question by same. Were any executions re-issued in these cases you have spoken of, while they remained in your hands after the return-day thereof?

Answer. I think not.

4th question by same. Will you explain why, under these circumstances, you should have attempted to obtain possession of the property for which you had a written levy from John L. Hudgins?

Answer. I think I was directed to do so by the plaintiff's att'y, so soon as it was ascertained that the trust-fund was enjoined in our hands.

5th question by same. You do not seem to be positive as to the reason why you attempted to get the property; will you charge your memory more particularly on this subject?

Answer. I don't recollect at this time all the circumstances.

6th question by same. You have stated, in your answer to 7th question by plff's att'y, that you made no effort to get the property before spoken of, when you went to John L. Hudgins, and state that you think that Houlder Hudgins was, probably, the cause of its being kept out of your way; will you state any thing said or done by Houlder Hudgins on that occasion, which would warrant such an assertion by you?

Answer. Houlder Hudgins said on that occasion, if he were his brother John, the sheriff should walk over his dead body before any of his property should be taken to pay his brother Thomas's debts, when the trustees had money in their hands belonging to Thomas Hudgins, and would not use it for that purpose.

7th question by same. Was this the only time you ever heard Houlder Hudgins make such a declaration?

Answer. That was the first time I ever heard him make such a declaration, and, as far as my memory serves me at present, it was the only time.

8th question by same. You have stated that Houlder Hudgins applied to the trustees of Thomas Hudgins, to let John L. Hudgins have a portion of the trust-money in their hands to pay the debts, for which he was bound as security for Thomas Hudgins; will you state when and where this application was made; which of the trustees were present?

Answer. He made the request at various times; the day that I went to John L. Hudgins's for the purpose of getting possession of the pro-

perty levied on, he said that the trustees ought to let his bro. John have the money; neither of the other trustees were present on that occasion. I think that he also made the request on the day of the Seaford sale, in presence of S. G. Miller, and probably Jno. H. Diggs.

9th question by same. You have, during your examination, referred to a deposition given by you in a suit brought and tried in the supr. court of this county, in which you proposed to state all you knew of the circumstances connected with the execution of the bill of sale heretofore spoken of, dated the 19th July, 1842, conveying certain personal property to Houlder Hudgins by John L. Hudgins, and particularly touching Houlder Hudgins's conduct, &c., both before and after the execution of said bill of sale; will you say, now, whether your statements on the same subject, now, are the same you made then in that deposition?

This question is objected to by the counsel for the plaintiff; the deposition referred to, being of record in the superior court of Mathews county, will be the best evidence of its own contents.

H. W. DANGERFIELD, *Com'r.*

Answer. I have spoken the truth as far as I know and believe.

10th question by same. Will you look on the copy of said deposition here shown, marked A, and attempt to answer the above question more explicitly?

This question is objected to by counsel for the plaintiff, because both depositions being now before this court, the comparison can be made by the court itself, and thus the agreement or disagreement tested.

H. W. DANGERFIELD, *Com'r.*

Answer. I have endeavored to state the same thing in substance.

11th question by same. You have stated that Houlder Hudgins stated to you, or in your presence, that John L. Hudgins owed him about $800; did you or not understand him, in proposing to make a statement of all John L. Hudgins's indebtedness to him at that time, or in any wise to make a full disclosure of his private affairs so far as John L. Hudgins was concerned?

Answer. I don't recollect that he said anything more about what John L. Hudgins owed him, than what I have stated, to wit, that he owed him about eight hundred dollars, and that he wished to have it secured.

12th question by same. Did he or not state the character of this debt, or how he held it?

Answer. I do not recollect that he did.

13th question by same. You have stated that yourself and Ed. Jones went with Houlder Hudgins to John L. Hudgins, on his promising to try and get John L. Hudgins to secure the sheriff; will you state how the sheriffs of Matthews were in need of such a provision for them, or why they should have asked it?

Answer. I think it was Mr. Jones's opinion, that the money might be made of the sheriff, before it could have been made of John L. Hudgins.

14th question by same. You have stated that John L. Hudgins began to conceal his person and property early in July, 1842; will you state whether you mean to say that he concealed his property and person to avoid the levy of the executions before spoken of, or new process placed in the hands of the sheriff; if the latter, will you state, as near as you can, when such new process came to your hands?

Answer. The first property that he concealed from the sheriff was the property on which he had given a written levy; I don't think that he concealed himself on that occasion; he kept out of the way of the sheriff, after July 13th, 1842; I have just returned from the clerk's office, where I found that a writ had been issued in the name of Wm. Williams, ass'ee, against John L. Hudgins, dated 13th July, 1842, and returnable to August rules; the return on the writ is "Not found."

15th question by same. You state you believe some of the slaves named in the bill of sale already spoken of, dated the 19th July, 1842, remained in the possession of John L. Hudgins, after the execution of that bill of sale; will you state whether you know that to be the fact, or is it merely your impression from what you heard?

Answer. I levied executions on several slaves which I found in the possession of John L. Hudgins after the 19th July, 1842.

The further examination of witnesses in this cause is continued until to-morrow, 2d Octo., 1846, at 9 o'clock a. m., at this place.

H. W. DANGERFIELD, *Com'r.*

Pursuant to adjournment, I attended at this place on the second of Octo., at 9 o'clock a. m., when and where came the parties, and the deponent, John Bohannon, proceeded with his deposition.

H. W. DANGERFIELD, *Com'r.*

16th question by same. Will you state when it was you levied executions on some of the property conveyed by the bill of sale from John L. Hudgins to Houlder Hudgins, dated 19th July, 1842?

Answer. An execution in favor of John Dangerfield came to the hands of the sheriff on 16th July, 1843, and was levied on negro man Jim, about the latter part of February, or the first of March; about the first of January, 1844, another execution in the name of Seth Miller's adm'r, was levied on negro men Harry and Charles.

17th question by same. Was it in your power to levy on any property at John L. Hudgins's before the first execution was levied as above stated?

Answer. I don't think it was in my power to have levied any executions on any of the negroes of John L. Hudgins, after the 6th of July, 1842, until the levy as above stated was made.

18th question by same. You have stated that John L. Hudgins concealed himself and property from and after the Seaford sale, till this levy, in Dangerfield's case, was made in February or March, 1843;

will you state how you know the property conveyed by H. Hudgins's bill of sale remained in John L. Hudgins's possession during this time?

Answer. I have seen some of the negroes on the farm belonging to John L. Hudgins.

19th question by same. Is this the only ground you have for stating that they remained in John L. Hudgins's possession?

Answer. I think that the best reason I can give.

20th question by same. When you saw those negroes on the farm, will you state how far they were from you?

Answer. Sometimes they were five or six hundred yards distant.

21st question by same. Will you state where the slaves Harry and Charles were when you levied on them as before stated, and what they were doing?

Answer. My impression is, that I found Harry in the main road above John L. Hudgins's, who informed me that he had been on some errand for his master, John L. Hudgins; don't recollect distinctly whether Charles was seen on that day or not; I don't know where he was on the day I levied on Harry; Harry was not taken into custody on that day, but permitted to go at large, and the next time I saw Harry was at my house, and Charles was with him.

The witness stopped writing the answer to this question, with the words "that day or not," and when reminded that he had not answered it as to Charles, said he did not recollect where "Charles was;" the witness now says that he meant this as applying to where Charles was on the day on which he levied on Harry as above stated. This statement is made by me at the request of John T. Seawell, counsel for E. W. Hudgins.

H. W. DANGERFIELD, *Com'r.*

22nd question by same. Did you or not make any levy on Charles until you saw him at your house as above stated?

Answer. I don't think I did.

23d question by same. You have said that John L. Hudgins concealed his property, from the latter part of July, 1842, till about 1845; will you state how you know where his carriage, &c., was during that time?

Answer. I had occasionally seen his carriage on Sundays, and supposed that he kept it in the house when he was not using it; I sometimes saw some of his negroes on Sundays, and in all probability might have spoken to them; I sometimes saw his negroes in the field, but could not approach them; I was informed that the carriage was in York county, probably in the latter part of 1843, or some time in 1844, but can't be exact about the time.

24th question by same. You have undertaken to value the lands on which John L. Hudgins resided in Matthews, in 1842; will you state what estate he had in that part of the estate on which the houses were standing?

Answer. I can't say anything of my own knowledge, what estate he had; I always found the lands on which he resided, charged to him on the tax-book.

25th question by same. Can't you state to us your belief on this subject, as you have done frequently before in this deposition, where you had no personal knowledge of a fact as to which you were interrogated?

This question is objected to; the witness has not been interrogated previously as to his "belief," founded on anything else but his personal knowledge, nor is it competent for him to state belief otherwise derived.

J. D. McGILL, *Att'y for Pl'ff.*

Answer. I have understood that he only held a life estate in the mansion-house and a part of the land; how much, I do not know.

26th question by same. You have stated, that John L. Hudgins, at the Seaford sale, proposed to secure a loan he wished to obtain from the trustees of Thomas Hudgins, by a deed on his lands in Matthews and York, and say also that you think this statement was made in the presence of Rob't Hudgins; will you state whether your impression on this subject is founded on the fact that Rob't Hudgins was at the sale, and concerned about John L. Hudgins getting the loan, or do you recollect distinctly that he was present?

Answer. Mr. Robert Hudgins, on that occasion, manifested some feeling for his brother, John L. Hudgins; so also did Mr. John L. Hudgins's other relations; I cannot be more distinct in this answer than in the one heretofore given.

27th question by same. You have stated in answer to the pl'ffs 27th question, that you did not recollect when you first heard of Rob't Hudgins's deed for the lands purchased by him of John L., and state in your answer to the 28th question by same, that you never did hear of it till his deed was offered in court to be proven; will you state how you ascertained that that was the first time you ever heard of such a deed?

Answer. I knew nothing of Mr. Ro. Hudgins having a deed for his bro. John's land, until it was recorded or left with the clerk for that purpose; probably the clerk might have informed me of it.

28th question by same. You have stated that you have not known Rob't Hudgins to exercise any act of ownership over the lands before spoken of as purchased by him of John L. Hudgins in Matthews since 1842; will you say whether you know who paid the taxes on said land, or whether it was rented of him by any one?

Answer. I don't know.

29th question by same. Have you no reason to believe that these lands are occupied by Tho's Hudgins, jr., as the tenant of Rob't Hudgins?

Answer. I have understood such to be the fact, but don't know it of my own knowledge.

30th question by same. You have stated that a good deal of timber has been sold from these lands, in the last two years, and sold to Lewis

Hudgins; do you or not know that any of this timber was cut or sold by John L. Hudgins?

Answer. I do not know that John L. Hudgins cut or sold any of it; Lewis Hudgins informed me that he had cut timber on the land, and that he had paid for it, but don't recollect to whom he paid the money.

31st question by same. You have stated that John L. Hudgins's wife remained with him on these lands till her death; will you please state when that event took place, as near as you can?

Answer. I think she died in 1843; Mr. E. W. Hudgins says she died in February, 1843.

Re-examination for Plaintiff.

1st question by J. D. McGill, attorney. Is the writ a copy of which, marked F, is hereto attached and now shown to you in the name of Wm. Williams, assignee, the one referred to in your answer to Mr. Seawell's 14th question?

Answer. It is.

2d question by same. Will you examine the copies of executions herewith filed, marked respectively G, H, I, K, and say whether these are the executions referred to in your answer to my 11th question?

Answer. They are the same.

3d question by same. In your answer to Mr. Seawell's 29th question, you have stated, in effect, that you have understood that the lands referred to were occupied by Thomas Hudgins, jr., as the tenant of Robt. Hudgins; will you now state from whom, or how, you so understood?

Answer. I can't say posstively from whom I so understood it, but think it more than probable that Thomas Hudgins, jr., told me so.

4th question by same. Will you now state how you managed to get Charles, the slave mentioned in your answer to Mr. Seawell's 21 question, at your house so as to make the levy?

Answer. When I fell in with Harry on the road I told him I had executions against his master, Jno. L. Hudgins, and that he would have to be sold. I also told him I would like to get hold of some of the other negroes; he said if I would let him alone he would come down to my house and bring Charles with him, or try to do so; some short time thereafter Harry came down to my house and brought Charles with him.

Question by John T. Seawell for def., E. W. Hudgins. Will you state what the value was in 1842 of the lands sold by John L. Hudgins in Mathews on which there was no improvements, and to which he had a fee-simple right. I mean the balance of the land after deducting the tract of about 130 acres, on which the house and domicil is situated, to which you say you have understood he had a life-estate.

Answer. If you take from the farm owned by John L. Hudgins in 1842, 130 acres, with the buildings and improvements thereon, I don't think the remaining portion of the cleared land worth more than six

or seven dollars per acre; the timber land was worth more, from twelve to fifteen dollars per acre.

Question by John W. Jarvis, atty. for plff. What portion of land sold by John L. Hudgins to Robt. Hudgins do you consider timbered land, and what quantity do you consider cleared or arable land?

Answer. Mr. John L. Hudgins in 1842 owned a large body of timbered land. I don't know the number of acres, but suppose it was less than four hundred acres. I suppose about five hundred was cleared, or thereabouts.

Further this deponent saith not. JNO. BOHANNON, Jr.

I, Henry W. Dangerfield, a commissioner duly appointed and authorized by the circuit superior court of law and chancery for the county of Mathews, State of Virginia, to take depositions, do certify that, pursuant to notices duly proven to have been executed, (copies of which notices, with the affidavits of the service thereof, herewith filed with these depositions,) I attended at the time and place mentioned in the said notices, that is to say, at John H. Diggs's tavern, at Matthews court-house, State of Virginia, usually by the name of Benson's Hotel, on the 23d day of Septem., 1846, between the hours of sunrise and sunset of that day, for the purpose of examining witnesses in behalf of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, as general assignee for said court, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff, and John L. Hudgins and Elliott W. Hudgins are defendants; I then and there proceeded to examine Edmund Jones, in solemn form, who, being duly sworn on the Holy Bible, in behalf of the said plaintiff, in the presence of John D. McGill and John W. Jarvis, counsel for Edmund Christian, and John T. Seawell, counsel for Elliott W. Hudgins; the said defendant, Elliott W. Hudgins, being also present; John L. Hudgins, the other defendant, not being present at any time during the examination. The examination of the said Edmund Jones not being completed, on the 23d September, 1846, at the request of the counsel for Edmund Christian, I continued the taking of the deposition of the said Edmund Jones, until the next succeeding day thereafter, between the hours of sunrise and sunset, at the same place, and so on at the request of the counsel for Edmund Christian, from day to day, between the hours aforesaid, until the 30th of September, 1846, when the examination of the said Edmund Jones being completed, he subscribed the same in my presence, each of the parties and their attorneys who were present on the first day being present on each subsequent of the examination. After concluding the deposition of Edmund Jones, on the 30th September, 1846, I commenced the examination of John Bohannon, jr., another witness in behalf of the same plaintiff, in the same cause, who was first duly sworn on the Holy Bible, in the presence of

the same parties, at the same place, between the hours aforesaid, and continued the examination of the said witness, from day to day, at the same place, and between the same hours aforesaid, in the presence of the same parties above stated, until the same was concluded, on the 2d Octo., 1846, when the witness, John Bohannon, jr., subscribed the same in my presence; and the counsel for the plaintiff not desiring to proceed further with the examination of witness at this time, I now close and send, and certify the same with the exhibits A, B, C, D, E, F, G, H, I, K, for the plaintiff, and exhibit A for the defendants, to the circuit court of the United States for the eastern district of Virginia.

I am requested and required by John T. Seawell, counsel for Elliott W. Hudgins, to state that he excepts to all the matter contained in these depositions not applicable to the particular cause in which they are taken to be read in evidence; I am further required by Elliott W. Hudgins, to state that he objects to the deposition of Edmund Jones, because the said deponent did not sign the same until after sunset of the 30th September, 1846. Your commissioner states, and hereby certifies, that the deponent, Edmund Jones, had completed his deposition in all other respect, and was reading it over when the sun went down, and signed the same about 5 minutes after sunset of the 30th Sepr., 1846, in the presence of Elliott W. Hudgins and John W. Jarvis, counsel for Edmund Christian.

In testimony of all which I hereby subscribe my name and affix my seal, this 2nd day of October, 1846, at John H. Diggs's tavern, at Matthews court-house, State of Virginia.

HENRY W. DANGERFIELD, [SEAL.]

Commissioner of the circuit superior court of law and chancery for the county of Matthews, State of Virginin, to take depositions in chancery.

Commissioner's fee for taking the deposition of E. Jones - -	$5 00
" " " " " Jno. Bohannon -	5 00
	$10 00

The following is a copy of the notice annexed to the foregoing depositions:

To John L. Hudgins, a citizen of the county of Matthews and State of Virginia, and Elliott W. Hudgins, a citizen of York county and State of Virginia.

You will be pleased to take notice that I shall, on Wednesday, the 23d day of September, the present year, 1846, between the hours of sunrise and sunset, at the tavern of John H. Diggs, usually known by the name of Bensons's Hotel, at Mathews court-house, State of Virginia, take the depositions of Shepard G. Miller, Edmund Jones, Edmund Bohannon, Alexander James, John Bohannon, Robert Sibley, John H.

Diggs, Thomas Edwards, Robert Mathews, Joseph Bohannon, Baldwin Foster, and others, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which you are the defendants, and I as the general assignee in bankruptcy for the said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, am the plaintiff; and if the said depositions be not taken or completed on the day aforesaid, they will be continued until the next succeeding day thereafter, between the hours aforesaid, at the same place aforesaid, and so on from day to day, Sundays excepted, until they are completed; when and where you may attend if you think proper.

Yours, &c.,

EDMUND CHRISTIAN,

General assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt.

August 26, 1846.

Copy of Certificate of Justice on the back of said notice.

VIRGINIA, MATHEWS COUNTY, *to wit:*

This day Andrew B. Jarvis personally appeared before me, Walter G. Lane, one of the Commonwealth's justices of the peace for the said State and county, and made oath in solemn form on the Holy Bible, that on the 29th day of August, the present year, 1846, he delivered to Elliott W. Hudgins a copy of the within notice at Mathews courthouse; and that he also, on the 4th day of the present month, September, 1846, delivered a copy of the within notice to John L. Hudgins at his residence, in the county of Mathews.

Given under my hand and seal, this 22d day of September, eighteen hundred and forty-six, at the county and State aforesaid.

W. G. LANE, *J. P.* [SEAL.]

The following is a copy marked A, and annexed to the foregoing depositions.

Here follows the deposition of *John Bohannon, jun.*, of lawful age, who being first duly sworn upon the Holy Evangelist of Almighty God, deposeth and saith in answer to the following questions:

1st question by the defendant, Larkin Miller, admor. of Seth Miller, dec'd. Are you either direct or indirectly interest in this suit, or in any decree of judgment which may be rendered in it?

Answer. No.

2d question by the def't, Larkin Miller, adm'r, &c. Will you please state whether Houlder Hudgins ever requested you to lend the money arising from the sales of the property in a deed of trust from Tho. Hudgins to his creditors, in which you were one of the trustees; and whether in such conversation he ever said there were any deeds or covers on John L. Hudgins's real or personal estate?

Answer. I heard him say that we (the trustees) ought to let him, John L. Hudgins, have it; that there would be no difficulty in doing

so, or that we ought to pay off the executions against Thomas Hudgins, for which John L. Hudgins was bound.

3d question by the defendant, Larkin Miller, admor., of Seth Miller. Please state what was the amount of executions in your hands, for which John L. Hudgins was bound?

Ansr. Twelve or fifteen hundred dollars; but this guess-work.

4th question by the defendant, Larkin Miller, admo. of Seth Miller. Will you please state what amount of executions went into the hands of the sheriff of Mathews, for which John L. Hudgins was bound, and which were unsatisfied up to the 19th day of July, 1842?

Ansr. There were, to the best of my recollection, about twenty-four hundred dollars, but I cannot state specifically the amount; I cannot say what amount was unsatisfied on the 19th of July, 1842.

5th question by Larkin Miller, adm. of Seth Miller, dec'd, one of the def'ts. Did not Richard Coke, at July court, 1842, request or say to you and Shepard G. Miller, as trustees of Thomas Hudgins, that you ought to let Jno. L. Hudgins have the trust-fund to relieve himself as the security of Thomas Hudgins, and that there would be no danger in doing so, provided you would take a deed of trust on John L. Hudgins's property; and did you not reply that you were afraid of pocket-deeds, and, when saying so, did not Houlder Hudgins come where you were in conversation, and say there was no such thing as a pocket-deed; that a lien on his property would be good security?

Ansr. This conversation was commenced with Mr. Miller at July court, 1842, in the court-house, and I was present; he said he was afraid of pocket-deeds; Mr. Hudgins was on the bench at the time, and immediately came where we were talking and had some conversation with us on the subject, and I think he asked how long a deed would be good, provided it was not recorded; Mr. Miller's reply was "eight months," to the best of my recollection; I do not distinctly recollect whether Mr. Hudgins said there was any such thing as a pocket-deed.

6th question by the def't, Larkin Miller, adm. of Seth Miller. Did not Houlder Hudgins, at the time and in the conversation detailed by you in your last answer, request or state to you that you ought to let John L. Hudgins have the trust-fund to relieve John L. Hudgins, as the security of Thomas Hudgins; and whether he did not say it would be perfectly safe; and whether you did not assign him the reason why you would not; and state what was the reason?

Ansr. I have no recollection that he did make that request in the conversation referred to; he might have done it, but I cannot recollect; and I do not recollect that he said it would be perfectly safe; nor do I recollect that I assigned any reason why it would not.

7 question by the def't, Larkin Milller, adm'r of S. M. You state Houlder Hudgins came up while Mr. Miller, yourself and Mr. Coke were in conversation, and engaged in it, and asked how long a deed would be good before its recordation; will you please state what conversation led to the inquiry, and what other conversation was at the time?

Ansr. I think I have stated all I recollect about the conversation.

8th question by Larkin Miller, adm'r of Seth Miller. Will you please state whether you ever heard Houlder Hudgins say how much John L. Hudgins was indebted to him, any time previous to the 19th day of July, 1842?

Ansr. In a conversation of Mr. Houlder Hudgins with Mr. Miller, and I think Mr. Ed. Jones, had at the end of the office, sometime after the sale at Seaford, which occurred on the 4th of July, 1842, I heard Mr. H. Hudgins say that Mr. John L. Hudgins owed him about eight hundred dollars.

9th question by the def't, Larkin Miller, adm'r. In the conversation spoken of in your last answer at the office, will you please state whether Houlder Hudgins spoke or said any thing about a bond of $2,000 or $2,100 due him by John L. Hudgins, and whether he did not appear to be anxious to have his debt of eight hundred dollars, spoken of in your last answer, secured by John L. Hudgins?

Ansr. He said nothing about a bond of $2,000 or $2,100, but appeared to be anxious to have his debt of eight hundred dollars secured; and on the same day of the conversation at the end of the office, Mr. Houlder Hudgins said to Mr. Jones and myself that he was going to take a deed of trust on Mr. Jno. L. Hudgins' property, to secure the payment of money Jno. L. Hudgins owed him, and if we would go with him home he would include the sheriff, or try to do so, in the deed he was about to take; we went up the same day; when we got to Mr. Parker Richardson's store, he, Houlder Hudgins, asked us to stop there until he went to John L. Hudgins's to see about making the deed, as Mr. John L. Hudgins at that time would not be seen by the sheriffs; Mr. Houlder Hudgins stayed at Jno. L. Hudgins's until about dinner-time; when he returned to the store, said to Mr. Jones and myself we had better go with him home and get dinner; that he had not done any thing yet; we then went with him home and got dinner; while we were there waiting for dinner, Mr. Jones picked a book, I think it was Hennings's Justice; shortly after one of the sons of John L. Hudgins (I think Thomas) came in and had some private conversation with Mr. Houlder Hudgins, I think in the dining-room, and after he left we dined. Then Mr. Houlder Hudgins said he would take my horse and ride over to Mr. Jno. L. Hudgins's and see about this matter, and try to have it fixed, and requested us to stay at his house until he returned; after he had gone, Mr. Jones went into the house for the purpose of examining Hennings's Justice in regard to some law and could not find it, and the book was not in the room where he had left it, and he sent a servant in another room to inquire for it, and the answer was, it was not there; Mr. Jones then said to me, that young man, son of Jno. L. Hudgins, must have carried it away, and that he reckoned that is what he came for, and hoped that they were going to do something, as they had the book; we stayed there until late in the

evening, when we saw Col. Allen and Houlder Hudgins's overseer pass Mr. H. Hudgins's gate, coming from up the road; when I saw them pass the gate I supposed that the deed was executed, and that they were going to the office to have it recorded, and proposed to Mr. Jones to leave, and the impression of our minds was the sheriffs were left out, and therefore it was unnecessary for us to stay longer. Mr. Jones and myself rode to John L. Hudgins's in Mr. Jones's gig; Mr. Houlder Hudgins met us at Mr. Jno. L. Hudgins's road gate, and said that the deed to him was then completed, and he could not then rip it up to embrace the sheriff. I think I asked Mr. Houlder Hudgins if he had not sent the deed to be recorded, and he said he had not. Mr. Jno. L. Hudgins's house was closed; we did not go inside the yard; I got my horse, and Mr. Jones and myself went home.

10 question by Larkin Miller, adm'r of Seth Miller. Did you ever have a conversation with Mr. Houlder Hudgins in relation to your levying on John L. Hudgins's property, to satisfy executions in your hands, any time after the 4th of July, 1842; and please state what was said at the time?

Ans. Immediately after the Seaford sale, (during the same week, I think,) I went up to Mr. Jno. L. Hudgins for the purpose of getting possession of his negroes, as he had previously given me a written levy on some negroes, and had with me then Joseph Bohannon, and I think Edmond Bohannon; before we got to Mr. J. L. Hudgins's, Mr. Houlder Hudgins met us at his gate and asked me where we were going. I told him we were going to Mr. John L. Hudgins for the purpose of getting hold of some of his negroes. He then said if he were in his brother John's , before he would suffer his negroes to be taken to pay his brother Thos.'s debts, as the trustees of Thos. Hudgins had money in their hands for that purpose, he would kill any sheriff, or suffer any death himself, or words to that amount; after that conversation I went on to John L. Hudgins; Mr. Houlder Hudgins went also, and when I got there no negroes could be found. Mr. Jno. L. Hudgins refused to deliver the negroes, but said he would do what was right in the matter.

11 question by Larkin Miller, adm. of S. M. Will you please state, with as much accuracy as you can, the day you say you and Mr. Jones went to Houlder Hudgins, on which he said the deed was fixed and it could not be up so as to let in the sheriffs; the day referred to in the answer previous to the last answer?

Ansr. All this transpired on the day of the conversation at the end of the clerk's office, which I think was the latter part of the week of July court.

12th question by Larker Miller, adm'r of Seth F. Miller. Will you please state, as near as you can, the day the conversation spoken of by you as taking place between yourself, Edmund Jones, and Houlder Hudgins, at the clerk's office, in which he said if you and Mr. Jones would go up with him he would endeavor to get the sheriffs secured in a deed he was going to take, and in which you went to Houlder Hud-

gins's house, and subsequently to Jno. L. Hudgins, where meeting with Houlder Hudgins at the gate he said the deed was fixed, and he could not then rip it up to secure the sheriffs.

Ansr. Shortly after July court, 1842, which took place on the 11th July, 1842.

13th question by Larkin Miller, adm'r of S. M. Will you please state whether or not John L. Hudgins has paid you any money on executions since July court, 1842, and whether he has or has not kept himself out of the way of the sheriff, so that the process of law cannot be served on him ever scince?

Ans. I received money on an execution against Mrs. Marchant, for which Jno. L. Hudgins was bound, from Thomas Hudgins, son of Jno. L. Hudgins, who told me that it was sent to me by his father, amounting to between $50 and $90, which is all the money I have any recollection of receiving from him scince July, 1842. I have not had it in my power to execute process upon him scince that time.

14th question by Larkin Miller, adm'r of Seth Miller. Will you please state whether Jno. L. Hudgins does not keep his house shut against all sheriffs and constables at this time, and whether he has not done so since July court, 1842?

Ansr. I believe he does, for I always find his house shut when I go there.

15 question. Will you please state whether John L. Hudgins does not reside on the same farm he did previous to July court, 1842, and whether the negroes, carriage-horses, stock, farming utensils, and all the perishable property of Jno. L. Hudgins, does or does not remain on the farm, and is not used by him and his family in the same manner it was previously to July court, 1842?

Answer. He resides at the same place he did previous to July court, 1842, and where he has resided ever since. I know him. I do not think that all the negroes that were there previous to July, 1842, are there now, for some of them have been sold scince. I have sold one of them myself scince under an execution in favor of John Dangerfield. I understand the carriage is in York county; a young man in said county asked me if the right was a good one—that a man had offered it to him for sale, but would not tell me he offered it, but I guessed who it was. I thought Mr. Rich'd Garrett offered it to him. I told the young man it belonged to Mr. Houlder Hudgins, as Mr. Houlder Hudgins had a deed from John L. Hudgins for all his personal estate; the carriage remained in the possession of Mr. John L. Hudgins up to the first of the present year. I have seen it in the road with Mr. John L. Hudgins's horses, and his driver, and I have seen it in his yard. Reports say that Mr. Richard Garrett married a niece of Jno. L. Hudgins. The horses (or at least some of them) that were there before July, 1842, were there a short time ago. The other stock I know nothing about.

16th question by Larkin Miller, adm'r of Seth Miller, one of the defendants. Will you please state whether you have ever seen the negroes belonging to John L. Hudgins previous to the July court,

1842, frequently at work on the farm of Jno. L. Hudgins, and whether you have seen any difference in the management of the farm scince that time, and whether you have or have not been able to levy any execution on the said negroes?

Answer. I have frequently seen the negroes belonged to John L. Hudgins previous to July, 1842, at work on the farm on which said Hudgins now resides. The management of the farm has been conducted in the same manner it was usually, until the present year, and now it is managed by an Eastern Shoreman, as I am informed. I levied on a negro which I sold for the benefit of John Dangerfield, by going in the field and taking him by stratagem (with other persons; some of the negroes ran to the house, I seldom saw any negroes in the yard except old ones, worth nothing. I have frequently seen them in the field, but *the* appeared to be shy.

17th question by Larkin Miller, adm'r of Seth Miller. Have you ever seen any of the negroes mentioned in the bill of sale, bearing date the 19th July, 1842, in the possession of Houlder Hudgins, and state whether the slaves Charles and Harry have or have not been in the possession of John L. Hudgins scince July, 1842?

Ansr. I have not seen any of the negroes, with whom I am acquainted, mentioned in the bill of sale in the possession of Houlder Hudgins since July, 1842. I believe the negroes, Charles and Harry, have been in the possession of John L. Hudgins ever since the date of the bill of sale, up to the time of the levy spoken of in this cause, for I have frequently seen them there at Jno. L. Hudgins's, as usual, with the other negroes.

18th question by Larkin Miller, adm'r of Seth Miller. Will you please state what time it was in the evening when yourself Mr. Jones went to John L. Hudgins's, when Houlder Hudgins met you at the gate; and whether he had obtained a deed and could not rip it up to secure the sheriff; and whether you saw any negroes about the yard at that time?

Ansr. I think it was about 5 o'clock p. m., and I have no recollection of seeing any negroes either on the road or at Mr. John L. Hudgins's during that evening.

JOHN BOHANNON, Jr.

Having progressed in taking these depositions thus far, and the hours having expired agreeable to notice, they were adjourned until to-morrow agreeable to notice, in the presence of the plaintiff, Houlder Hudgins, and his counsel.

W. M. BROMLY, *J. P.* [SEAL.]

On the 28th day of March, 1844, at 9 o'clock a. m., the parties assembled at the tavern of Ed. P. Benson, at Mathews court-house, and proceeded to take the deposition of John Bohannon, which was commenced and not completed on yesterday—was adjourned over until to-day agreeably to notice, before referred to in the caption of these depositions.

1st question by plff's counsel. Have or have not any executions

come to y'r hands, or any other sheriff of this county to y'r knowledge, against John L. Hudgins on judgments rendered since the 19th day of July, 1842; if *aea*, state the number and amount as well as you can recollect?

Ans. I think some have come to my hands, but I cannot recollect how many or for what amount.

2 question by same. Were or were not the greater part, if not the whole, of the executions out on John L. Hudgins in July, 1842, as the security of Tho's Hudgins's property, satisfied out of the fund arising from the sale of Tom. Hudgins's property, under the trust-deed referred to by you in the course of this examination, to you and to others as trustees?

Ansr. I think all that were in my hands, previous to July 4th, 1842, were paid out of the trust-fund about the last of February, 1843; and I think all the executions which were in the hands of other sheriffs, previous to 4th July, 1842, were also paid out of the same fund about the same time; but there were executions stayed in the office until sometime after the sale at Seaford, when they were placed in the hands of the sheriffs of this county, and my opinion is that some of them were sent to the sheriff of York county before they came into the hands of the sheriff of this county.

3 question by the same and the other trustees of T. Hudgins. Had you or not, at the time you went with Houlder Hudgins to try and get a deed from John L. Hudgins to embrace the sheriff, &c., the money arising from the sale of Th. L. Hudgins's property in your hands?

Ansr. We had collected all of it, but considered it as being in our hands; Mr. Houlder Hudgins had not paid the amount of his purchase, together with some others.

4 question by same. You have spoken of going after some of John L. Hudgins's negroes on which you had a written levy; will you now state if the executions, under which you say you had that levy, were or were not out of date; that is, had not the return-day thereof passed?

Ansr. Some were and some were not; some were returnable to the first Monday in July, and some to July court, which was the second Monday.

5 quest. by same. Had or had not the executions, above spoken of by you, been previously levied on Thos. Hudgins's property; if yea, had they not been subsequently embraced in the deed of trust from T. Hudgins to you and others, and stayed?

Ansr. I know I had levied none; all the executions which were against Thomas Hudgins and John L. Hudgins as his security, at the time of making the deed of trust, were embraced in said deed, (as far as my memory serves me.)

6th question by same. Can you now assert that any one of the negroes, named in the bill of sale, dated the 19th of July, 1842, and filed as an exhibit in this cause and now shown you, marked B, were embraced in the written levy you have spoken of?

Ansr. Yes; some of them, which are mentioned in the bill of sale

referred to in your question, were embraced in the written levy given to me by Jno. L. Hudgins; I recollect Charles was in; and two of the women, I think, were embraced; and some of them embraced in the levy, I afterwards learned, were on Back river; I do not know their names—all the negroes of John L. Hudgins.

7 question by same. You say you did not know the names of all the slaves of Jno. L. Hudgins; will you now say how you know that Charles, mentioned in the bill of sale, was the same one given up to you by the aforesaid written levy?

Anr. I know only *on* Charles of his; he may have more than one; I don't know.

8th question by same. Can you now state, on your oath, that the slave Charles, mentioned in the bill of sale spoken of, is the same identical slave entered in the aforesaid written levy to you by John L. Hudgins?

Ansr. He is the one I thought was in the levy; I know of no other man of his by that name, though he might have had others.

19th question by Larkin Miller, adm. of Seth Miller. Will you please look at the bill of sale filed as an exhibit, with the plaintiff's bill, bearing date 19th day of July, 1842, and state what you would think would be the fair valuation of the property mentioned in it was worth at the time it bears date?

Ans. I do not know of the negroes, but I suppose, from the knowledge I have of them, that $175 as an average is a full value; the 4 horses and 2 mules I think were, on an average, worth from $30 to $40; the 40 head of horned cattle, I think, were worth $200; the carriage and harness, and gig and harness, I think was worth more than $150; the 70 head of sheep, I suppose, were worth $80; the 35 head of hogs, I suppose, were worth $70; the 9 beds and furniture, household and kitchen furniture, farming utensils, &c., I think were worth $312, making the sum of $4347.

Question by plff. counsel. Have you made the above valuation on the supposition that the property was sold for cash or credit?

Ansr. Upon the supposition that it was sold for cash.

And further this deponent saith not.

JNO. BOHANNON, Jr.

Subscribed and sworn to before me, a justice of the peace for the county of Mathews, on the 28th day of March, 1842.

WM. M. BROMLEY, *J. P.* [SEAL.]

I, Shepard G. Miller, clerk of the circuit superior court of law and chancery for Matthews county, certify that the foregoing is truly copied from the deposition of John Bohannon, jr., filed in a bill of injunction decided in the said court, at October term, 1844, in the name of "H. Hudgins, against Miller's adm., &c."

SHEPARD G. MILLER, *C. C.*

Know all men by these presents, that I, John L. Hudgins, for and in consideration of the sum of four thousand dollars to *be* me in hand paid by Houlder Hudgins, sen., of the county of Matthews, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and delivered, and by these presents do grant, bargain, sell, and deliver to the said Houlder Hudgins, snr., the following negro slaves: old Jim, little Jim, Harry, John, Payton, Washington, Charles, Brass, Kit, Bill, Phylitia and child, Sarah, Tina, Lydia, Polly, Sally, Eve and two children, Stafford and Sena; also four horses and two mules, forty head of horned cattle, seventy head of sheep, thirty-five head of hogs, one four-wheeled carriage and harness, a gig and harness, nine beds and furniture, all my household and kitchen furniture, farming utensils of every description, including carts, &c.; to have and to hold the above named property, with the future increase of said slaves and other property unto him, the said Houlder Hudgins, sen., his executors and assigns, free from the claim or claims of myself, and of all claiming under me, and of all and every other person, persons, bodies politic or corporate whatever; and, I do hereby warrant to said Houlder Hudgins the title to all and every part of the property hereby conveyed, against the claims or demands of all and every person or persons whatever.

In witness whereof, I have hereunto set my hand and seal, this 19th day of July, 1842.

JOHN L. HUDGINS, [SEAL.]

Signed, sealed, and delivered in presence of
PARKER B. RICHARDSON.

In Matthews County Court, April 10th, 1842.

This bill of sale was this day proven in open court, by the oath of Parker B. Richardson, the subscribing witness to the same, and ordered to be recorded.

Teste: SHEPARD G. MILLER, *C.C.*

A copy.—Teste: SHEPARD G. MILLER, *C.C.*

The following are copies of depositions filed in this cause on the 24th November, 1846, on behalf of the plaintiff, to wit:

The deposition of *William Bassett*, and others, of lawful age, taken in behalf of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, before me, Henry W. Daingerfield, a commissioner duly authorized and appointed by the circuit superior court of law and chancery for the county of Matthews, State of Virginia, to take depositions at the tavern of John H. Diggs, at Matthews court-house, Virginia, (usually known by the name of Benson's hotel,) on this 22nd day of October, 1846, between the hours of sunrise and sunset of that day, agreeable to notices proven to have been executed and herewith returned, with

these depositions, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, as general assignee in bankruptcy for the said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff, and John L. Hudgins and Elliott W. Hudgins are defendants; and the said William Bassett being first sworn on the Holy Bible, deposeth and saith, in answer to the following interrogatories:

1 question by John W. Jarvis, counsel for Edmund Christian. Will you be pleased to state any conversation which you may have had with Houlder Hudgins in relation to his brother, John L. Hudgins, owing him, the said Houlder Hudgins, money, and state how much the said Houlder said his brother, John L. Hudgins, owed him, and at what time the conversation took place; or if you have never had any conversation with Houlder Hudgins, snr., yourself, in relation to his brother John L. Hudgins's indebtedness to him, will you be pleased to state any conversation you may have heard between him and others, when you were present, in relation to his brother Jno. L. Hudgins's indebtedness to him, and state all that occurred?

Answer. Shortly after the sale at Seaford, Mr. Houlder Hudgins was at the clerk's office, and in conversation with Mr. Shepard G. Miller and others; I think, in conversation about a deed of trust which they talked of taking from John L. Hudgins; Mr. Houlder Hudgins observed, that if the trustees did take a deed from John L. Hudgins, he should like to be embraced in that deed, for that his brother John owed him—I do not recollect the exact sum, but it was much as $700, it might be $900.

2nd question by the same. Will you be pleased to state at what time the conversation took place, and at what office it occurred?

Answer. Shortly after the sale at Seaford; I cannot say what day it was it occurred at the clerk's office, at Matthews county.

3rd question by the same. Did Mr. Houlder Hudgins, senr., at that time referred to in your answers, speak of any debt due him by his brother John L. Hudgins, other than the one referred to in your first answer?

Answer. Not that I recollect of.

4th question by the same. Did you ever hear Houlder Hudgins, senr., say at any time, that his brother, John L. Hudgins, owed him a debt of about two thousand dollars; if so, you will be pleased to state when he did so?

Answer. I never did.

5th question by the same. How long after the Seaford sale was it when you heard the conversation referred to in your first answer; and be pleased to state whether Houlder Hudgins, at the time, expressed any apprehension least he might lose the debt which he said his brother John owed him?

Answer. I cannot say how long it was; Houlder Hudgins did not express any apprehensions; I think I was writing at the time.

6th question by the same. You stated in your first answer, that the conversation you heard between Houlder Hudgins and others, in relation to his brother John L. Hudgins's indebtedness to him occurred shortly after the Seaford sale; I wish, if you can recollect, you would state how many days, weeks, or months it was after the Seaford sale?

Answer. It might be the latter part of the week on which the sale took place.

7th question by the same. You state in your last answer, it might be the latter part of the week on which the Seaford sale; as you do not speak positively, I wish, if you can charge your memory particularly, you would do so?

Answer. I cannot say anything further about it.

8th question by the same. Is it your impression at this time, that the conversation referred to in your 1st answer took place in the latter part of the week of the Seaford sale; if not, how long was it after the Seaford sale?

Answer. I cannot say anything further about it.

9th question by the same. My object for propounding the last question, and one or two preceding it, is not put with the view of annoying you, but simply to direct your attention to the period at which the conversation referred to in your first answer occurred, and I again respectfully ask, that you will be pleased to state the time as near as you can recollect?

Answer. So I have.

10th question by the same. You state in your last answer, that you have stated the time; will you be pleased again to repeat it, if you have done so?

Answer. I say again it might have been the latter part of the week in which the Seaford sale took place.

11th question by the same. Am I to understand from your last answer, that your impression is, that the conversation referred to in your first answer took place in the latter part of the week in which the Seaford sale occurred, or about that time?

Answer. It was shortly after the sale at Seaford; it might have been the latter part of the same week.

12th question by the same. You refer to a sale at Seaford, in your last answer; will you be pleased to state at what sale at Seaford you refer?

Answer. The sale of Thomas Hudgins's property, sold by trustees, Shepard G. Miller, John Bohannon, and John H. Diggs, for the benefit of the creditors of Thomas Hudgins, which took place on the 4th July, 1842. And further this deponent saith not.

WM. BASSETT.

At this stage of the examination the counsel for the plaintiff said he had closed the examination in chief. Mr. Elliott W. Hudgins, who was present during the examination of this witness, desired that the said examination should not be closed until to-morrow, in order that his

8th question by the same. Will you look at the copies of executions marked B, C, D, E, G, H, I, K, before referred to, and the copies of executions L, M, N, O, P, Q, R, S, T, also before referred to, and state how the executions were paid, and out of whose property?

Answer. Those executions marked B, C, D, E, G, H, I, and K, being in the hands of the sheriff of Matthews prior to the execution of the deed of trust from Thomas Hudgins to myself, Jno. H. Diggs, and John Bohannon, for the benefit of the creditors of Thomas Hudgins, were wholly paid by the trustees of s'd Hudgins out of the sales of his effects, except the execution in favor of John F. Webb; $1,120 48 of the Webb executions was also paid by the trustees; the remainder of the execution of Webb was paid by the sheriff of Matthews. The remainder of the executions marked L, M, N, O, P, Q, R, and T were paid ratably out of the sales of Thomas Hudgins's property, sold under the trust-deed spoken of, the sales paying about 90 cents to the dollar to the creditors named in the first class.

9th question by the same. Will you state when the said executions, referred to in your last answer, were paid?

Answer. A portion of said executions were paid in the fall of 1842, the remainder in 1843, in the month of February of the last named year.

10th question by the same. In your answer to the 8th question you refer to a trust-deed; will you be pleased to look at a copy of a deed here filed, marked C C, and state whether or not it is a copy the deed referred to in the said answer.

Answer. It is a copy of the same.

11th question by the same. Will you state when the property, conveyed by the deed referred to in last question, was sold, and at what place?

Answer. The slaves, stock, and crops, were sold at Seaford, in the county of Mathews, on the 4th, and 5th, and 6th, of July, 1842.

12th question by the same. Why were not the executions, before referred to by you, paid immediately after the sale of the property conveyed in the said deed?

Answer. In consequence of the steps taken in the federal court to have Thomas Hudgins declared an involuntary bankrupt, the trustees being advised by counsel representing large claims secured by the said deed not to pay out the fund in their hands until the petition of James A. Langston & Co. should be disposed of.

13 question by the same. After the refusal of the trustees of Thomas Hudgins, in the deed before referred to, marked C C, to pay the funds in their hands, as stated in your last answer, did the plaintiffs, in any of the executions before referred to and filed, endeavor to obtain the payment of the said executions out of the property of John L. Hudgins?

Answer. The executions, or some of them, were renewed from time to time against the defendants, and placed in the hands of the sheriffs of Mathews & York.

14th question by the same. When did it come to the knowledge of John L. Hudgins that the proceeds of the property conveyed in the deed, marked C C, would not be applied by the trustees in satisfaction of the executions before referred to; and state whether or not he ever made any attempt to borrow the money of the trustees for the purpose?

Answer. On the 5th day of July, 1842, I, as one of the trustees, informed John L. Hudgins that the money in the hands of the trustees of Thomas Hudgins could not go to discharge the executions against Thomas Hudgins and himself, and then it was that a proposition was made by him to borrow the fund.

15th question by the same. Will you please state whether or not John L. Hudgins appeared to be anxious to borrow any of the trust-fund; if so, who were present at the time, and how he proposed to secure the money he wished to borrow?

Answer. John L. Hudgins was very anxious to borrow the trust-fund. Messrs. John Bohannon, jr., Edmund Jones, James M. Vaughan, John H. Diggs, Robert Hudgins, and other persons, were present. In the event of the loan, John L. Hudgins was to secure the money by trust-deed on his lands in Mathews and York counties, and proposed to give Mr. James M. Vaughan and Robert Hudgins, as securities. Mr. Vaughan finally declined becoming the security; the slaves of John L. Hudgins in Mathews were to be embraced in the conveyance.

16th question by the same. When and where was John L. Hudgins, and the other persons, when he proposed to borrow the money, as detailed in yonr last answer?

Answer. At the farm called Seaford in the county of Mathews, at which place the sale of Thomas Hudgins's slaves, and other property, took place.

17th question by the same. You did not answer the whole of my last question. Will you now state when it was that the said persons mentioned in your 15th answer were present, when John L. Hudgins proposd to borrow the money?

Answer. On the 5th day of July, 1842.

18th question by the same. You state, in answer to the 15th question, that Robert Hudgins was present when John L. Hudgins proposed giving him as security for the money which he proposed to borrow of you and the other trustees of Thomas Hudgins; will you state whether or not he agreed to become the security of his brother, John L. Hudgins, and anything which transpired at the time between you, John L. Hudgins, and Robert Hudgins, relative to securing and borrowing the money.

Answer. Mr. Robert Hudgins was present, as stated by me in my answer, and he did agree to become the security of Mr. John L. Hudgins, upon the said John L. Hudgins executing a trust-deed upon his land and slaves in Mathew, and land in York county. Mr. Wm. H. Roy, an attorney in this county, was called upon to draw up the necessary papers, securing the money about to be borrowed. Mr. Robert

Hudgins wished the conveyance to be drawn to contain a clause, or so drafted that the whole of the property of John L. Hudgins to be conveyed by the deed was to be first sold in case it should become necessary before he should be reached as the security. When I left Seaford, on the 5th of July, Mr. Roy was then drawing up the papers.

19 question by the same. Will you please state whether Elliott W. Hudgins was present at the Seaford sale, at the time referred to in your 15th answer; and state whether or not he was present when his father, John L. Hudgins, was negotiating for the loan from the trustees, and whether or not he expresssd any anxiety or solicitude for his father to procure the money?

Answer. Mr. Elliott W. Hudgins was present at the Seaford sale, and seemed, from the conversation had with him, to be very anxious for his father to get the money.

20th question by the same. Will you state whether or not the subject of the proposed loan was a subject of much conversation between you, Robert Hudgins, Elliott W. Hudgins, and John L. Hudgins, and explain why the said Elliott W. Hudgins, as stated in your last answer, was anxious for his father to effect the loan?

Answer. The subject of the loan was much talked of on the 5th day of July, 1842, by John L. Hudgins, Robert Hudgins, Elliott W. Hudgins, John H. Diggs, John Bohannon, and myself and others; Mr. Elliott W. Hudgins was anxious for his father to get the money, to relieve his father against executions then in the hands of the sheriff against Thomas and John L. Hudgins, to which the said John L. Hudgins was the security.

21st question by the same. Did you have any conversation with Elliott W. Hudgins after the Seaford sale, relative to his father John L. Hudgins borrowing the money of you and the other trustees of Thomas Hudgins, and relative to securing you and the other trustees, if you would lend the money? If so, be pleased to state what was said by him.

Answer. I recollect of having but one conversation with Elliott W. Hudgins about the borrowing of the trust-fund after the Seaford sale; this took place in the clerk's office of Mathews county, a few days after the Seaford sale; Major James and Mr. John Bohannon were then present; in this conversation I said to Mr. Elliott W. Hudgins, that Mr. Malicote, from York county, had informed Mr. John Bohannon that the land his father proposed to convey to the trustees in York, to secure the trustees in the event of the loan, had been deeded to him, Elliott W. Hudgins. Mr. Elliott W. Hudgins said it was "a lie," and then went out of the office; and after some time returned into the office and said that he had a deed for about 300 acres of the land.

22nd question by the same. You state in your answer that John L. Hudgins proposed giving a trust-deed to secure the money he proposed borrowing of you and the other trustees, on his lands and slaves in Mathews, and land in York county. Will you be pleased to state

whether any particular land was at the time mentioned or designated; if so, state what land it was?

Answer. Mr. John L. Hudgins designated his lands in Mathews county, on Queen's creek, containing between eleven and twelve hundred acres; the land in York was also spoken of; about the quantity, I know nothing of, and do not recollect that he named the quantity.

23d question by the same. Was Houlder Hudgins, snr., present at the Seaford sale when John L. Hudgins proposed to borrow the money, so frequeetly referred to, of the trustees?

Answer. He was at the Seaford sale.

24th question by the same. Did you at any time before the 19th July, 1842, hear Houlder Hudgins, snr., say how much his brother John L. Hudgins was indebted to him? If so, state how much he did say John L. Hudgins owed him.

Answer. On the first week in July, 1842, I think the latter part of the week, Mr. Houlder Hudgins, in a conversation with myself, Major James, and Wm. Bassett, said that his brother John L. Hudgins owed him about $800; the conversation took place in the clerk's office of Mathews.

25th question by the same. Will you be pleased to state whether or not Houlder Hudgins, at the time referred to in your last answer, expressed any apprehensions least he might lose the debt which he said John L. Hudgins owed him?

Answer. He appeared to be very apprehensive that he might lose the debt spoken of in my answer, and said that he would go and see his brother and endeavor to save his debt by purchasing of him property in satisfaction of his claim aforesaid.

26th question by the same. Did Houlder Hudgins, snr., at the time referred to in your 25 answer, say that his brother John L. Hudgins owed him any other debt than the $800?

Answer. No other debt was spoken of by Mr. Houlder Hudgins at that time.

27th question by the same. Did you hear Houlder Hudgins, snr., at any time say how his brother John L. Hudgins became indebted to him the sum of $800; and state whether he said it was due by bond or note?

Answer. I do not recollect whether or not he said how the said John L. Hudgins became indebted to him; I do not recollect whether he said the debt was due by bond or note.

28th question by the same. Did Houlder Hudgins, sen'r, state to you that the debt due him by his brother John L. Hudgins was due by bond or promissory note? If so, did he state when the bond or note was given, and for what?

Answer. He said that John L. Hudgins owed him about $800; he did not say whether it was due by bond, note, or open account, nor did he say what it was due for.

29th question by the same. Did you have any conversation with Houlder Hudgins, snr., after the Seaford sale, relative to his brother

John L. Hudgins borrowing the money of you and the other trustees of Thomas Hudgins? If so, be pleased to state what was said by him in relation to it.

Answer. At Mathews July court, 1842, Mr. Richard Coke wished to know of me why it was that John Bohannon, jr., John H. Diggs and myself, trustees of Thomas Hudgins, would not loan to John L. Hudgins the trust-fund in our hands, as he John L. Hudgins was willing to secure the money by a deed of trust upon his lands and negroes. I said to Mr. Coke that there were a certain class of deeds good for 8 months without being recorded, and that I was afraid of pocket-deeds. Mr. Houlder Hudgins was in the court-room at the time of this conversation, and heard what passed between Mr. Coke and myself—came up and asked what it was—I said about pocket-deeds. I then went on to detail to him what was said; he appeared to be much displeased at the idea of the pocket-deeds, and denied that there were any such deeds.

The further taking of evidence in this cause is continued until to-morrow, 27 Octo. 1846, at 10 o'clock a. m., to be taken at this place.

H. W. DANGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, the 26th Octo., 1846, I attended at this place on this 27th Octob., 1846, at 10 o'clock a. m., when and where came the witness S. G. Miller, and in the presence of John T. Seawell, counsel for E. W. Hudgins, proceeded to answer the interrogatories of John W. Jarvis, counsel for E. Christian.

H. W. DANGERFIELD, *Com'r.*

30th question by the same. Did you ever hear Houlder Hudgins, snr., make any threats of what he would do if sheriffs or other officers should attempt to take his brother John L. Hudgins's property, or what he would do if placed in his brother John L.'s situation?—and, if so, state what he said and when it occurred.

In the month of July, 1842, and after the Seaford sale, I heard Mr. Houlder Hudgins say, were he placed in his brother John L. Hudgins's situation, before the sheriff should take his negroes, he would have to go over his dead body. I do not recollect of ever hearing him make any other threat.

31st question by the same. Why did you not lend John L. Hudgins the money he wished to borrow of you and the other trustees of Thomas Hudgins?

Answer. After Mr. James M. Vaughan declined becoming the security, and the information received by John Bohannon, jr., through Mr. Mallicote, that the land in York, which was proposed to be conveyed to secure the money borrowed, had been deeded by John L. Hudgins to Elliott W. Hudgins, the trustees, upon consultation, deemed it not prudent to lend the fund in their hands to John L. Hudgins.

32d question by the same. Did you see John L. Hudgins frequently before July, 1842?

Answer. I did.

33d question by the same. Did you see John L. Hudgins often after the Seaford sale in 1842, and before his taking the benefit of the insolvent debtor's oath?

Answer. I have no recollection of seeing him but once after the Seaford sale, until he was brought to the court-house of Mathews, at which time he took the insolvent oath.

34th question by the same. You state in your last answer, you did not see John L. Hudgins but once between the time of the Seaford sale and his taking the insolvent oath; will you state when you saw him at the time referred to, and if you had any conversation with him, state the purport?

At my residence; he reached my house in the morning a little before sunrise; he stated his object was to acknowledge a deed. I said to him that the act of assembly would not allow deeds to be acknowledged except in the office, court, &c. Our conversation was very short.

35th question by the same. Do you recollect the time he was at your house, as stated in your last answer?

Answer. I cannot say what month of the year, it was in 1842; but I think it was in the fall of the year, but about this I may be mistaken; it may have been earlier than the fall.

36th question by the same. Will you please state who was with John L. Hudgins when he came to your house, as stated in your 34th answer, and whether or not he appeared to be under any apprehensions of the sheriffs or their officers?

Answer. One of his sons was with him, which of them I do not now recollect; he said that no sheriff should interfere with him, as he said he had the things with him to protect himself; he reached my house in a close carriage.

37th question by the same. Did he say what sort of things he had to protect himself?

Answer. I do not recollect whether he said they were pistols, dirks, or guns; but I inferred they were pistols from the conversation, as he looked down in his carriage at the time when he said he had the things to defend himself. I saw nothing that he had, and it may be he had nothing in the shape of a gun, pistol, dirk—anything of the kind.

38th question by the same. Did John L. Hudgins elude or evade the service of legal process at any time?—and, if so, state when, and for what length of time?

Answer. From my own knowledge I do not know that he did.

39th question by the same. Will you look at a copy of the capias here shown you, (which is filed with John Bohannon's deposition,) marked F, and state whether or not the proceedings, which appear to have been taken upon the said process, was or was not taken in any other cases?

Answer. I have examined the copy of the process of William Williams, assignee against John L. Hudgins, marked F, filed with John Bohannon's deposition; I know that the records of the office of Ma-

thews show one dozen or more of similar cases, to which Mr. John L. Hudgins is a party.

40th question by the same. Will you look at the copy of the deed C C, heretofore filed with your deposition, and state whether or not John L. Hudgins has ever paid any of the debts which appear to be secured by the said deed, and whether or not any of the said debts are still due and unpaid?

Answer. Mr. John L. Hudgins has not paid any of the debts secured by the said deed marked C C, that I know of; the whole of the debts secured by said deed are still due and unpaid, except those named in the first class; they were discharged in part by the trustees of Thomas Hudgins out of the sales of Thomas Hudgins's property, the sales paying about 90 cents to the dollar, as I have heretofore stated.

41st question by the same. How long have you known Elliott W. Hudgins, and where has he resided during your acquaintance with him?

Answer. I have known Elliott W. Hudgins ever since the year 1822; he resided with his father in the county of Mathews from 1822 until about the year 1834, or thereabouts, when he removed to York county, as I understood, to manage a farm belonging to his father. I may be mistaken about the time he went to York to take charge of the farm; it may have been sooner or later than 1834.

42d question by the same. What property was held or owned by Elliott W. Hudgins previous to 1842, and state its value?

Answer. None in this county that I know of. I have seen a deed from the records of York county court, from his father to him, conveying, I think, about 300 acres of land lying in said county. I know nothing of its value.

43d question by the same. What business did Elliott W. Hudgins pursue while he resided with his father, as stated in your 41st answer?

Answer. His father was a man of property, and his son pursued no business that I am aware of.

1st question by John T. Seawell, counsel for Elliott W. Hudgins. Will you state whether John L. Hudgins and Houlder Hudgins are brothers of the whole or half-blood?

Answer. Of the half-blood, as I am informed and learn from Houlder Hudgins.

2d question by the same. You have spoken of issuing executions previous to August, 1842, vs. John L. Hudgins and others; will you say if these executions were not against John L. Hudgins as the security of Thomas Hudgins?

Answer. They were principally against John L. Hudgins as the security of Thomas Hudgins; the executions filed will prove themselves.

3d question by the same. Were or were not most if not all the executions spoken of by you, as issuing vs. John L. Hudgins and others, on judgments obtained on forthcoming bonds given by Thomas Hudgins with John L. Hudgins as his security?

Answer. I think they were; the executions referred to which are filed will prove whether they were or not.

4th question by the same. Do you or not know when or about when John L. Hudgins became bound, as the security of Thomas Hudgins, for the debt due to Jarvis & Barnum, and to Litchford, guardian of Atkinson's orphants; if you do know will you state it?

(This question is objected to, because the bonds referred to are the best evidence of the debts.

J. W. JARVIS,
Counsel for Ed. Christian.)

Answer. I was not present when John L. Hudgins became bound as security to the debts referred to; but recollect of hearing Elijah Barnum and Larkin Litchfield speaking of them having succeeded in securing their debts against Thomas Hudgins by getting the said John L. Hudgins's name to the bonds; this, I think, was in the latter part of the year 1841 or in the early part of the year 1842.

5th question by the same. Will you state, as well as you can recollect, whether any doubt was entertained by yourself or others interested, that the debts provided for first by the deed, referred to by you in a former answer, from Thomas Hudgins for the benefit of his creditors, would be entirely paid from the sale of the property conveyed by said deed before the property was sold?

Answer. I do not recollect that there was any doubt the property conveyed by the deed referred to would pay the debts in the first class; if it was doubted, I have no recollection of it.

6th question by the same. You have spoken of the manner in which the fund that John L. Hudgins wished to borrow of yourself, and the other of Col. Hudgins's trustees, was proposed to be secured; will you state whether the proposition to secure the loan by a deed of trust on his land and negroes was made by him, or was required by the trustees, and, as you thought, assented to by him?

Answer. Mr. John L. Hudgins made the proposition to borrow and secure the fund in the manner heretofore spoken of by me; it would have been perfectly idle for any person to have attempted to get the fund from me, as one of the trustees, without securing the same on real estate, &c.

7th question by the same. Will you state what amount of money John L. Hudgins wished to borrow of the trustees of Colo. Hudgins?

Answer. An amount sufficient to release his property against executions against him as the security of Thomas Hudgins.

8th question by the same. Were or were not all these executions provided for by the trust-deed to you, before so often referred to, from Thomas Hudgins?

Answer. They were, as well as I recollect.

9th question by the same. You have stated that you heard Houlder say in July, 1842, that John L. Hudgins owed him seven or eight hundred dollars; did you or not understand him to speak of a bond held

by him for that amount, or did you understand him as making a disclosure to you of his affairs in connection with John L. Hudgins?

Answer. Mr. Houlder Hudgins spoke of a debt of about $800, due from John L. Hudgins to him; did not say whether it was due by bond or account; he appeared to be fearful he might lose the debt spoken of, and left the office saying he would go and try to buy off John L. Hudgins's property in satisfaction of the same.

10th question by the same. You have spoken of threats made by Houlder Hudgins, as to what he would do were he in his brother John's place, before a sheriff should take his property; was or was not this spoken in relation to the debts for which John L. was bound, as security for Thomas Hudgins, and was it not predicated on the fact that the sheriffs were the trustees of Colo. Hudgins, with yourself, and had the fund arising from the sale of Colo. Hudgins's effects in their hands?

Answer. Yes.

11th question by the same. Do you or not know whether any of the property conveyed by John L. Hudgins to Houlder Hudgins by the bill of sale recorded in your office, dated the 19th day of July, 1842, has been sold by the sheriff of this county to satisfy executions in his hands against John L. Hudgins? If so, state how much of said property was sold, and its character.

Answer. I know of the sales of Charles, Harry, Jim and a woman, Philitia, and about 20 head of sheep; this property was sold by the sheriff of Matthews, and I was informed by the sheriff that it was a part of the property conveyed by the bill of sale from John L. Hudgins to Houlder Hudgins.

(The foregoing answer is objected to, because the witness does not speak from his own knowledge, but from information derived from others.)

J. W. JARVIS,
Counsel for Ed. Christian.

12th question by the same. Will you examine the three papers here shown, and to be filed with this deposition, marked 1, 2 and 3, and state whether you do or do not know the handwriting of the signatures to them; and, if so, state whose they are?

Answer. I am well acquainted with the handwritings of the persons who gave the said receipts; No. 1 is in the handwriting of John Spencer, late deputy sheriff of Matthews, No. 2 is in the handwriting of Edmond W. Bohannon, a deputy sheriff, and No. 3 is in the handwriting of John P. Stoakes, one of the deputy sheriffs of Matthews.

13th question by the same. Have you or not known Robert Hudgins to exercise acts of ownership over the land in Mathews, conveyed by John L. Hudgins to him, or have you any reason to believe that he did so?

Answer. I have not been on the farm since it was deeded to Robert Hudgins. I applied to Thomas Hudgins, who is said to be living on the farm, to purchase of him some chestnut rails, and he declined sell-

ing the rails to me until he could see Rob't Hudgins. About two months after my proposition to buy the rails, Thomas Hudgins informed me that Robert Hudgins was willing to let me have the rails, and I commenced cutting; and I have promised to pay Lem'l James, deputy sheriff, Mr. Hudgins's taxes on said tract of land, this year.

Note by J. W. Jarvis.—So much of the foregoing answer as details a conversation between the deponent and Thomas Hudgins, and the statement of what Thomas Hudgins said to the deponent, is objected to, because it is not the best evidence which can be obtained, and the deponent states information *deserved* from other persons.

J. W. JARVIS, *Att'y for E. C.*

14th question by the same. You have stated that Elliott W. Hudgins went to York county to live, about the year 1834; will you state whether you know what amount of property he has acquired, or what his occupation has been whilst there?

Answer. I do not know what he has acquired in the way of property, except the 300 acres of land deeded to him by his father, as before spoken of by me in one of my answers. I have frequently heard him say that he was farming in York; I never was on his farm.

15th question by the same. Did you or not know what property Elliott W. Hudgins carried with him to York county?

Answer. I do not.

The further examination of witnesses in this cause is continued until to-morrow, 28 Octo., 1846, to be at this place, (John H. Digg's tavern, at Mathews Ct.-house,) at 10 o'clock a. m.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 27th Octo., 1846, I attended at the place, 28th Octo., 1846, at 10 o'clock a. m., when and where came the witness S. G. Miller, and proceeded to answer interrogatories by John T. Seawell, counsel for E. W. Hudgins.

H. W. DAINGERFIELD, *Com'r.*

16th question by the same. Have you not, at this time, any debt, claim or demand of any kind, unsatisfied, in whole or in part, against John L. Hudgins?

Answer. I have no claim upon earth against John L. Hudgins, except a few fee-bills due me as clerk, which I do not think amount to more than eight dollars.

Question by John W. Jarvis, counsel for E. Christian. Will you be pleased to look at the copies of records in three cases,—Atkinson's Executors for the benefit of Atkinson's orphans vs. John L. Hudgins and others,—here filed, marked E E, F F, G G, and state whether or not they are correct records from your office, and whether or not they have been paid?

Answer. I have examined copies of the papers referred to in your last question, and find that they are correct copies from the records of

Mathews' clerk's office. These claims have not been paid, that I know of.

And further this deponent saith not.

SHEPARD G. MILLER.

Here follows the deposition of *Thomas Edwards*, of lawful age, taken in behalf of the same plaintiff, in the same cause, before me, Henry W. Daingerfield, commissioner, as aforesaid, on the 28th day of October, 1846, at the same place as the foregoing, to be read in evidence in the same cause, who, being first sworn on the Holy Bible, deposeth and saith, in answer to the following question:

1st question by John W. Jarvis, counsel for Ed. Christian. Will you be pleased to state whether you heard Houlder Hudgins, *and* time in the year of 1842, speak of the pecuniary situation of his brothers Thomas and John L. Hudgins, and state what he said?

Answer. Some time in the summer of 1842, at Mathews Courthouse, Mr. Houlder Hudgins was speaking in reference to his brother Thomas Hudgins's situation, in the presence of several gentlemen, and observed, if he was in his brother Thomas's situation, he would take all of his negroes, put them on board of a vessel, and carry them away and sell them, put the money in his pocket, and live on it. Mr. Joseph Bohannon was present, and asked him what he would do when a ca. sa. was served upon him. I do not recollect exactly what his reply was; and, seeing or thinking a dispute might arise between Joseph Bohannon and Mr. Houlder Hudgins in consequence of the above question, I turned off.

2nd question by the same. How long have you known Houlder Hudgins, sn'r, and what is his age?

Answer. I have known Houlder Hudgins for the last 30 years, and suppose he is about 45 or 46 years of age.

3d question by the same. Will you be pleased to examine the copy of a deed here shown you and filed, marked D D; and state, from your knowledge of the boundaries of the land, as described in the said deed, where it is situated, and whether or not John L. Hudgins ever resided on the said land?

Answer. I know where Mr. John L. Hudgins resided, and supposed it to be the same tract mentioned in the deed referred to in your question.

4th question by the same. I see, by the deed referred to in last question, that a poplar tree is referred to, standing on the south side of the road. Do you remember any such tree near the head of Queen's creek? and state whether or not John L. Hudgins resided near the place; and how long ago has it been since you first knew him to reside there?

Answer. I know the poplar tree, and he resided near the said tree, on the south side of the road; it has been thirty-odd years since I first knew John L. Hudgins, and he has resided at that place ever since.

And further this deponent saith not.

THOS. EDWARDS.

Here follows the deposition of *A. K. Shepard*, of lawful age, taken in behalf of the same plaintiff before me, Henry W. Daingerfield, com'r, on this 28th day of October, 1846, at the same place, to be read in evidence in the same cause, who being first duly sworn on the Holy Bible, deposeth and saith:

1st question by John W. Jarvis, counsel for Ed. Christian. Are you acquainted with the Seaford estate, in the county of Mathews, and what did you consider it worth in the year 1842?

Answer. I know the estate; and as to its value in the year 1842, I can only say that I would have given ten thousand dollars for the same in 1842.

2 question by the same. Did you attend the Seaford sale on the 4th July, 1842, for the purpose of bidding for the Seaford estate?

Answer. I did.

3d question by the same. Why did you not attend the sale of the Seaford estate when it was sold, sometime during the same year, and become the bidder for it?

Answer. Because I had purchased another estate for my mother, for whom I had wished to purchase the Seaford estate.

4th question by the same. Where is the estate which you purchased for your mother situated, and what quantity of land does it contain, and what did you give for it?

Answer. It is situated 3 miles below Mathews court-house; it contains 670 acres, and I gave ten thousand two hundred dollars for it.

5th question by the same. Are you acquainted with the tract of land, in the county of Mathews, owned by John L. Hudgins, and what did you consider it worth in 1842?

Answer. I knew the tract of land partially; I have never been over it; I do not know how many acres it contains, and cannot say what it is worth.

And further this deponent saith not.

A. K. SHEPARD.

Here follows the deposition of *John W. Dixon*, of lawful age, taken in behalf of the same plaintiff before me, Henry W. Daingerfield, com'r, on this 28 Octo'r, 1846, at the same place as the foregoing, and to be read as evidence in the same cause, who was duly sworn.

1st question by the same, John W. Jarvis, counsel for Ed. Christian. Have you ever purchased and cut any timber from a tract of land on Queen's creek, usually known as the farm of John L. Hudgins, and where he has resided for a long time?

Answer. I have.

2nd question by the same, When did you cut timber on the land referred to in the last question?

Answer. We commenced cutting timber on the land in November, 1845, and finished sometime in the winter following, and brought it away in May, 1846.

3d question by the same. From whom did you buy the timber referred to in your last answer; where were you when you bargained for it, and who was present at the time?

Answer. I did not bargain for the timber myself; Trader, my partner, bargained for the timber.

Answer. I did not bargain for the timber myself; Trader, my partner, bargained for the timber.

4th question. Who superintended your getting the timber, and were oftenest in the woods while you were cutting it, and inspecting the mode of your cutting it?

Answer. Andrew Hudgins was in there sometimes; Tho. Hudgins, son of John L. Hudgins, was in there sometimes, and the old man, John L. Hudgins, himself, was in there sometimes; I think that John L. Hudgins attended there oftener than any other, when we were cutting the timber.

5th question by the same. Did John L. Hudgins appear to be much interested, and attend in the woods often while you were cutting the timber?

Answer. I thought he was interested as much as any one selling his own timber; the reason why I thought so was, that he, John L. Hudgins, was very particular about the manner of its being squared, so that too much of the timber should not be wasted; he was in the woods often during the time we were cutting the timber.

6th question by the same. Has much timber been cut on the land before referred to, on which John L. Hudgins resided, since the year 1842?

Answer. I think there has been; there was a good deal of timber cut on the land when I went there to cut timber.

7th question by the same. To whom did you pay the money for the timber which you got?

Answer. My partner, Trader, paid the money to Houlder Hudgins, son of John L. Hudgins.

8th question by the same. Did John L. Hudgins, sen'r, apply to you for any money in payment of the timber?

Answer. He did; but the morning he applied to us we had no money.

9th question by the same. Did you buy any timber of Robert Hudgins to be cut from the land on which John L. Hudgins resided?

Answer. No; I never did.

10th question by the same. Did you see Robert Hudgins at any time while you were cutting timber on the land before referred to, and in one of your former answers?

Answer. No; I never saw him at any time whilst we were cutting timber on the land.

11th question by the same. Have you ever had any conversation with Robert Hudgins in relation to your getting timber on the land?

Answer. I never did; and I do not think I ever had any coversation with him in my life, nor do I think my partner, Trader, ever did.

12th question by the same. Who was residing on the land at the time you were cutting timber on it?

Answer. Thomas Hudgins was farming there; Andrew Hudgins and the old man were there when we commenced cutting timber in the fall, but John L. Hudgins left sometime in the winter following; he was there, however, all the time we were cutting timber.

1st question by John T. Seawell, counsel for Elliott W. and Robert Hudgins. Do you or not know who your partner, Trader, made the bargain with for the timber you have spoken of, as having been cut by yourself and him on the tract of land on which John L. Hudgins formerly resided?

Answer. With Andrew Hudgins, he (Trader) said.

2d question by the same. Did or did not Trader bargain for the timber you have spoken of, with Andrew Hudgins, as the agent of Robert Hudgins?

Answer. I never heard Robert Hudgins's name mentioned in the matter.

3d question by the same. You have stated that Trader paid Andrew Hudgins for this timber; will you state what kind of a receipt Andrew Hudgins gave for the money?

Answer. He gave a receipt in his own name for the money.

4th question by the same. Will you state when this money was paid, and whether you have or have not said that Andrew Hudgins received this money for Robert Hudgins?

Answer. I do not recollect exactly when the money was paid; I think it was paid in January, 1846. I never have said that Andrew Hudgins received the money of Robert Hudgins.

5th question by the same. Am I to understand you as saying that you know nothing of the bargain by Trader, your partner, for the timber, who he made it with, &c., of your own knowledge, but understood it from Trader?

Ans. Yes.

And further this deponent saith not.

JOHN W. DIXON.

Here follows the deposition of *Alexander James*, of lawful age, taken on behalf of the same plaintiff, before me, Henry W. Daingerfield, a com'r, on this the 28th October, 1846, at the same place, to be read as evidence in the same cause; who was first duly sworn.

1st question by John W. Jarvis, counsel for Ed. Christian. Will you state any conversation which you may have had with Elliott W. Hudgins in relation to his father, John L. Hudgins, conveying to him his land in York county, or any conversation the said Elliott W. Hudgins may have had with other persons in your presence, and state what was said by him?

Answer. I heard Elliott W. Hudgins say that the land in York county had been conveyed to him by his father, John L. Hudgins.

2d question by the same. Did you ever hear any conversation in the clerk's office of Mathew's county, between Shepard G. Miller and Elliott W. Hudgins, in relation to what quantity of land had been conveyed to the said Elliott W. Hudgins by John L. Hudgins, in the county of York, and state what was said by the said Hudgins; if you ever heard any such conversation, state when it occurred?

Answer. I heard a conversation in the clerk's office, between Elliott W. Hudgins and Shepard G. Miller, in relation to the York county land; which conversation took place, I think, in the year 1842; but the number of acres which Elliott W. Hudgins said his father had conveyed to him, I do not recollect.

3d question by the same. Did you ever hear Houlder Hudgins say how much his brother John L. Hudgins owed him; if so, state how much, and where he was at the time?

Answer. I heard Houlder Hudgins say that his brother John L. Hudgins owed him eight hundred dollars; he was in the clerk's office at that time.

4th question by the same. Do you recollect at what time he, Houlder Hudgins, said his brother John L. Hudgins owed him eight hundred dollars?

Answer. I do not recollect the precise time.

5th question by the same. Did you ever hear Houlder Hudgins, sr., say his brother John L. Hudgins owed him any other debt than the $800, as stated by you in one of your answers?

Answer. I do not recollect that he ever said, in my presence, that John L. Hudgins owed him any other debt than that of $800, referred to above.

6th question by the same. Have you been acting as a public officer of any kind in the county of Mathews; if so, state how long, and in what kind of office have you been?

Answer. I have been acting as constable for upwards of five years.

7th question by the same. Have you had any legal process any kind against John L. Hudgins since the 4th day of July, 1842; and if so, will you state whether or not you served such process, and whether or not you ever met with any difficulty in doing so?

Answer. I have had legal process against John L. Hudgins since the 4th July, 1842, and have executed the process, but with considerable difficulty.

8th question by the same. Will you be pleased to explain how you have met with difficulty in executing legal process on John L. Hudgins?

On one occasion I had several notices on forthcoming bonds, to serve on John L. Hudgins; I went to see him, and found him busying himself about his farming utensils in his yard, his son Thomas being present at the time, and I approached him very near without his discovering me; but his son Thomas, who saw me, apprised his father of my approach, when his father immediately started for his dwelling, but I was near enough to apprise him of the notices referred to; after which

we had some little conversation. On another occasion I had some process against John L. Hudgins; I went to his house and found the door shut; his son Andrew came to the door; I asked him if I could see his father; he said no; I handed him a copy of the process; he read it, and wanted me to take it back, but I refused; he expressed some displeasure at my coming there, and told me not to come there any more, that he had rented the farm for that year. I immediately rode off. On another occasion I had a subpœna of injunction against John L. Hudgins; I went to his house, but did not see him; I saw his son Thomas, who told me that I could not see his father; I afterwards saw Houlder Hudgins, who agreed to take the subpœna to John L. Hudgins and get him to acknowledge service, which he did, and returned the subpœna to me, acknowledged.

Did John L. Hudgins, or either of his sons, use any threats against you in any of your visits to his house to serve process?

At the time that I gave Andrew Hudgins a copy of the process referred to above, he told me, after some talk, that if I did not cease coming there, that I might get shot.

Further this deponent saith not.

ALEXANDER JAMES.

Here follows the deposition of *R. L. Sibley*, of lawful age, taken in behalf of the same plaintiff, Edmund Christian, before me, Henry W. Daingerfield, commissioner as aforesaid, on this 28th day of October, 1846, to be read in evidence in the same cause, who, being first duly sworn on the Holy Bible, deposeth and saith, in answer to the following questions by *by* John W. Jarvis, counsel for Edmund Christian.

The deposition of R. L. Sibley, of lawful age.

1 question by John W. Jarvis, counsel for Ed. Christian. Did John L. Hudgins owe you any money in the year of 1842; and, if so, state how much?

Answer. John L. Hudgins owed me thirty-five dollars in 1842 by note, on which there was some interest.

2d question by the same. Did he owe you the sum of money mentioned in your last answer after the 4th day of July, 1842?

Answer. Yes.

3d question by the same. Will you please state whether John L. Hudgins has ever paid you the debt referred to in your first answer?

Answer. He has.

4th question by the same. Will you be pleased to state how John L. Hudgins paid you the debt before referred to?

Answer. I received a yoke of steers at $25, in the fall of 1842, and for the balance I had some fine timber of him last winter.

5th question by the same. On what farm were the oxen you got of him?

Answer. I sent to Mr. Hudgins for the oxen, and they were sent to me.

6th question by the same. Were the oxen sold you by John L. Hudgins a part of the stock of cattle sold by John L. Hudgins to Houlder Hudgins, sen., in the year of 1842?

Answer. I do not know what particular cattle were sold to Houlder Hudgins by John L. Hudgins, but the oxen I got were the same I sold him the year previous; and I was under the impression they were, as I had understood he had sold his property to brother Houlder. The further examination of this witness is continued until to-morrow, 29th October, 1846, at 10 o'clock a. m., to be at this place.

H. W. DAINGERFIELD.

Pursuant to adjournment on yesterday, 28th October, 1846, I attended at this place, (Jno. H. Diggs's tavern,) on this 29th October, 1846, when the witness, R. L. Sibley, not attending, at the request of the plaintiff's counsel, John W. Jarvis, the examination is continued until to-morrow, 30th October, 1846, at 10 o'clock a. m.

H. W. DAINGERFIELD, *Com'r.*

Pursuant to adjournment on yesterday, 29th October, I attended at this place, (Jno. H. Diggs's tavern,) on this 30th October, 1846, at 10 o'clock, when and where came the witness and proceeded with his deposition.

H. W. DAINGERFIELD, *Com'r.*

7th question by the same. Will you please state with whom you bargained for the oxen you received in payment of the land referred to by you in your first answer, and where they were when you bargained for them?

Answer. I went to John L. Hudgins's house for the purpose of getting him to pay me the bond before referred to, and he proposed to me to take the oxen for which the bond was given, which I refused to do. Mr. Hudgins then proposed to me to take the oxen back with a cow in payment of the bond. I did not at that time assent to it, but consulted *Mr.* friend Mr. Miller relative to the matter; he advised me to do it, and I wrote to Mr. Hudgins to send me the oxen and the cow; he sent me the oxen, but did not send the cow. I subsequently saw him relative to the matter, and he agreed that the oxen might go at the price of twenty-five dollars, and that he would pay me the balance during the *pass* winter in timber, which he did. I am not certain whether I saw the oxen at the time I went to Mr. Hudgins's house or not; but I know he said they were there.

8th question by the same. Did you say anything to Houlder Hudgins, sen., relative to your getting the oxen of his brother John L. Hudgins, as stated in your last answer?

Answer. Yes. I told him his brother had agreed to let me take back the yoke of steers, and he did not object to my doing so.

9th question by the same. Will you be pleased to state on what land the timber was cut which you stated you got in payment of the balance of the bond before referred to?

Answer. I do not know upon whose land it was the timber was cut. I went to the house of John L. Hudgins to see him relative to getting it, and he carried me into the woods, showed me what timber to cut. After it was cut, I went to his house and told him how much there was, and Thos. Hudgins gave me a receipt as agent for Robert Hudgins.

10th question. Will you be pleased to state what became of the receipt which was given you by Thomas Hudgins?

Answer. I have the receipt in my pocket.

11th question by the same. Will you be pleased to look at the receipt here filed, bearing date 30th day of April, 1846, signed Thomas Hudgins for Robert Hudgins, marked No. 4, and state if it is the receipt referred to in your last answer?

Answer. It is.

12th question. Did you apprehend no difficulty in buying property of John L. Hudgins which had been conveyed to Houlder Hudgins?

Answer. I would if he had objected to it; but, to prevent any difficulty with him, I took a receipt of him for the oxen. My object in taking this receipt of Houlder Hudgins was to prevent any persons taking them, as I intended making beeves of them.

13th question by the same. What has become of the receipt which Houlder Hudgins gave you, as stated in your last answer?

Answer. I have it.

14th question by the same. Have you any objection to its being filed with your deposition?

Answer. No*n*, as I shall have *have* no further use for it, I presume.

15th question by the same. Will you look at the receipt or bill of sale bearing date the 4th day of Oct'r, 1842, signed Houlder Hudgins, sen'r, here filed, marked No. 5, and state if it is the receipt referred to in your 13th answer?

Answer. It is.

16th question by the same. Did the oxen and timber which you got of John L. Hudgins pay all of the bond; if not, how was the balance paid?

Answer. I did not have the bond with me; it was in the clerk's office; supposing there was a small balance, he agreed to let me cut another tree; I gave him a discharge for the bond. And further this deponent saith not.

R. L. SIBLEY.

I, Henry W. Daingerfield, a commissioner duly appointed and authorized by the circuit superior court of law and chancery for the county of Mathews, State of Virginia, to take depositions in chancery, do certify that pursuant to notices proven to have been executed, (copies of which notices with the affidavit of the service thereof are filed with these depositions,) I attended at the time and place mentioned in the said notices—that is to say, at John H. Diggs's tavern, at Mathews court-house, State of Virginia, usually known by the name of Benson's

hotel, on the 22d day of October, 1846, between the hours of sunrise and sunset of that day, for the purpose of examining witnesses in behalf of Edmund Christian, general assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, in a suit now depending in the circuit court of the United States for eastern district of Virginia, in which the said Edmund Christian, as general assignee in bankruptcy for said court, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff, and John L. Hudgins and Elliott W. Hudgins are defendants, and then and there proceeded to examine William Bassett, a witness on behalf of the said plaintiff, who was first duly sworn on the Holy Bible, in the presence of John W. Jarvis, counsel for the plaintiff, Edmund Christian, and Elliott W. Hudgins, one of the defendants—John L. Hudgins not being present during the examination. After the witness, William Bassett, had answered the interrogatories of John W. Jarvis, counsel for Edmund Christian, Elliott W. Hudgins, who was present during the examination, desired that the examination of the witness might be left open until the next day, the 23d October, 1846, to enable his counsel to be present, and for that reason the deposition was left open until the 23d October, 1846, and the examination of the other witnesses was continued over to the 23d October, 1846, at the same place, between the hours of sunrise and sunset of that day. On the 23d October, 1846, about 12 o'clock m., I attended at the same place, John H. Diggs's tavern aforesaid, when and where came the witness, William Bassett, John W. Jarvis, counsel for Edmond Christian and Elliott W. Hudgins and John T. Seawell, his counsel, and neither the defendant, E. W. Hudgins, nor his counsel, desiring to propound any question to the witness, William Bassett, he closed his deposition by signing his name to it in my presence after reading it over.

After concluding the examination of William Bassett, I commenced on the same day, the 23d October, 1846, at the same place, the examination of Shepard G. Miller, another witness in behalf of the same plaintiff, who was first duly sworn on the Holy Bible, in the presence of John W. Jarvis, counsel for Edmund Christian, Elliott W. Hudgins, and John T. Seawell, his counsel, and the examination of the witness not being concluded on that day, I continued the examination over to the 24th October, 1846, at 10 o'clock a. m., at the same place, at the request of the counsel for Edmund Christian.

On the 24th October, 1846, at 10 o'clock a. m., I attended at the same place, when and where came the witness, Shepard G. Miller, John W. Jarvis, counsel for Edmund Christian, Elliott W. Hudgins, and John T. Seawell, his counsel, and the witness desiring to be absent until the 26th Oct'r, 1846, and the next day, 25th Octo., being Sunday, the further examination of the witness was adjourned over to the 26th October, 1846, between the hours of sunrise and sunset of that day, at the same place, in the presence of the parties before mentioned. On the 26th October, 1846, at 10 o'clock a. m., I attended at the same place, when and where came the witness, Shepard G. Miller, and John

W. Jarvis, counsel for Edmund Christian, and Elliott W. Hudgins, and the witness in the presence of these parties proceeded with his deposition, which, not being completed on that day, the examination was adjourned over to the 27th October, 1846, at the same place, at the request of the counsel for Edmund Christian. On the 27th October, 1846, at 10 o'clock a. m., I attended at the same place, when and where came the witness, Shepard G. Miller, and in the presence of John W. Jarvis, counsel for Edmund Christian, Elliott W. Hudgins, and John T. Seawell, his counsel, and proceeded with his deposition, and the same not being concluded on that day, the further examination of the witness was adjourned over to the 28th October, 1846, at 10 o'clock a. m., at the request of the counsel for Edmund Christian. On the 28th October, 1846, at 10 o'clock a. m., I attended at the same place, when and where came the witness, Shepard G. Miller, and proceeded with his deposition in the presence of John W. Jarvis, counsel for Edmund Christian, Elliott W. Hudgins, and John T. Seawell, his counsel, and the witness having concluded his deposition, signed the same in my presence after reading the same over.

After concluding the examination of Shepard G. Miller, on the same day, 28th October, 1846, at the same place, between the hours of sunrise and sunset of that day, I proceeded to examine Thomas Edwards, A. K. Shepard, John W. Dixon, and Alexander James, other witnesses in the same cause, who were first duly sworn on the Holy Bible in the presence of John W. Jarvis, counsel for Edmund Christian, and John T. Seawell, counsel for Elliott W. Hudgins, and Elliott W. Hudgins himself; and the deposition of these witnesses being concluded on that day, the said witnesses signed their respective depositions in my presence after having read them over.

After the examination of the above witnesses, I proceeded on the same day, the 28th October, 1846, between the hours of sunrise and sunset of that day, at the same place, to examine R. L. Sibley, another witness on behalf of the same plaintiff, in the same cause, who was first sworn on the Holy Bible, in the presence of John W. Jarvis, counsel for Edmund Christian, and Elliott W. Hudgins, and John T. Seawell, his counsel, and the examination of this witness not being concluded on the day last aforesaid, the same was adjourned over to the 29th October, 1846, at 10 o'clock a. m., to the same place, at the request of the counsel for Edmund Christian; on the 29th October, 1846, at 10 o'clock a. m., I attended at the same place, and continued in attendance all that day, and the witness, R. L. Sibley, not appearing before me, at the request of John W. Jarvis, counsel for Edmund Christian, I adjourned the further taking of the deposition of the witness to the next day, the 30th October, 1846, at 10 o'clock a. m., at the same place. On the 30th October, 1846, at 10 o'clock a. m., I attended at the same place, John H. Diggs's tavern aforesaid, when and where came the witness, R. L. Sibley, and I proceeded with his deposition, which being concluded on that day, the said R. L. Sibley signed the same in my presence before sunset, and the counsel for the

plaintiff not desiring to proceed further with the taking of depositions at this time, I now close the depositions, and send and certify the same, with the exhibits filed, marked L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, A A, B B, C C, E E, F F, and G G, to the circuit court of the United States for the eastern district of Virginia. The exhibit D D, referred to in Thomas Edward's, the exhibit No. 4 referred to in R. L. Sibley's deposition, and the receipts No. 1, 2, and 3, referred to in Shepard G. Miller's deposition, are filed with depositions in the suit of E. Christian, plaintiff, vs. Robert, E. W., A. G. and John L. Hudgins, in the same court in which these depositions are taken to be read as evidence, and which were taken at the same time as these; and the exhibit No. 5 referred to in R. L. Sibley's deposition is filed with deposition in a suit in the same court in which the said Ed. Christian is plaintiff vs. John L. Hudgins and Houlder Hudgins, snr., which depositions were also taken at the same time as these.

I am requested by John T. Seawell, counsel for E. W. Hudgins, to state that he objects to every question and answer in these depositions not plainly applicable to this particular cause, in which the depositions are taken to be read in evidence.

In testimony of all which, I hereunto subscribe my name and affix my seal, on this 30th day of October, in the year eighteen hundred and forty-six, at the tavern of John H. Diggs, at Matthews court-house, and State of Virginia.

HENRY W. DAINGERFIELD, [SEAL.]
Commis'r of the circuit superior court of law and chancery for the county of Matthews, State of Virginia, to take depositions in chancery.

VIRGINIA:

At a circuit superior court of law and chancery, continued and held for Matthews county, at the court-house thereof, on Friday, the 10th day of April, 1846: The court doth appoint Henry W. Daingerfield, a commissioner in chancery, to take depositions of witnesses in causes depending in this court.

I, Shepard G. Miller, clerk of the circuit superior court of law and chancery for the county of Matthews, certify that the foregoing order is truly copied from the records of the said court, and that the said Henry W. Daingerfield is now the acting commissioner of the said court.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court, this 30th day of October, 1846.
[L. S.]

SHEPARD G. MILLER, *C. C.*

To John L. Hudgins, a citizen of the county of Matthews and State of Virginia, and Elliott W. Hudgins, a citizen of York county and State of Virginia:

You will be pleased to take notice, that I shall, on Thursday, the 22nd day of October, the present year, 1846, between the hours of

sunrise and sunset, at the tavern of John H. Diggs, usually known by the name of Benson's hotel, at Matthews court-house, State of Virginia, take the depositions of Shepard G. Miller, Edmund Bohannon, Alexander James, Robert Sibley, John H. Diggs, Thomas Edwards, Robert Matthews, Joseph Bohannon, Baldwin Foster, and others, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which you are the defendants, and I as the general assignee in bankruptcy for the said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, am the plaintiff; and if the said depositions be not taken or completed on the day aforesaid, they will be continued until the next succeeding day thereafter, between the hours aforesaid, at the same place aforesaid; and so on, from day to day, Sundays excepted, until they are completed, when and where you may attend, if you think proper.

Yours, &c.,

EDMUND CHRISTIAN,

General assignee in bankruptcy for the circuit court of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt.

VIRGINIA,

Matthews county, to wit:

This day, Andrew B. Jarvis, personally appeared before me, W. Shultice, one of the commonwealth's justices of the peace for the State and county aforesaid, and made oath in solemn form on the Holy Bible, that on the 2nd day of October, 1846, the present month and year, he delivered to Elliott W. Hudgins a copy of the within notice, at Matthews court-house, and on the 6th day of October, 1846, the present month and year, he also delivered a copy of the within notice to John L. Hudgins, at the court-house of Matthews county.

Given under my hand and seal this 22d day of October, 1846, at the county and State aforesaid.

W. SHULTICE, *J. P.* [SEAL.]

The following are copies of exhibits referred to in the above depositions, to wit:

"L."

The Commonwealth of Virginia to the Sheriff of York county, greeting:

We command you that of the goods and chattels of John H. Dunlary and John L. Hudgins, joint obligors with Thomas Hudgins, in your baliwick, you cause to be made eight hundred and seventy-nine dollars and 18 cents, which Philip T. George, survivor of himself and William E. George, merchants and partners, trading under the firm of Wm. E. George & Son, late our county court of Matthews, have recovered against them, by motion for the penalty of a bond taken for

the forthcoming and delivery of property at the day of sale; also five dollars and 53 cents, which to the said Philip T. George, survivor, &c., in the same court, were adjudged for his costs by him about his suit in that behalf expended, whereof the said John H. Dunlary and John L. Hudgins, joint obs., are convict, as appears to us of record; and that you have the same before the justices of our said court, at the court-house of our said county of Matthews, on the second Monday in August next, to render to the said Philip T. George, surviving partner, &c., of the debt and costs aforesaid, and have then there this writ. Witness Shepard G. Miller, clerk of our said court, the 8th day of July, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within ex'on is to be discharged by the payment of four hundred and fourteen dollars and fifty-nine cents, with int. at 6 per cent. from the 11th day of March, 1842, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—No property of the deft. John L. Hudgins, John H. Dunlary, and Thomas Hudgins, found within my bailiwick, whereof I can make the debt, interest, and costs of this ex'on, or any part thereof. There are slaves on the land and in possession of Elliott W. Hudgins, which are said to belong to Jno. L. Hudgins, but being claimed by the said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

WM. HOWARD, *Sheriff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"M."

The Commonwealth of Virginia, to the Sheriff of York county, greeting:

We command you, that of the goods and chattels of John H. Dunlary and John L. Hudgins, joint obligors with Thomas Hudgins, in your bailiwick, you cause to be made four hundred and ninety-eight dollars and 96 cents, which Philip T. George, survivor of himself and William E. George, merchants and partners, trading under the firm of Wm. E. George & Son, late in our county court of Mathews, hath recovered against them, by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars and 43 cents, which, to the said Wm. E. George & Son, in the same court, were adjudged for their costs by them about their suit in that behalf expended, whereof the said Jno. H. Dunlary and Jno. L. Hudgins, joint obs., are convict, as appears to us of record; and that you have the same before the justices of our said court, at the court-house of our said county of Mathews, on the second Monday in August next, to render to the said Philip T. George, survivor as

aforesaid, of the debts and costs aforesaid; and have then there this writ. Witness Shepard G. Miller, clerk of our said court, the 8th day of July, 1843, and in the 67th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within ex'on is to be discharged by the payment of two hundred and forty-nine dollars and 48 cents, with interest at 6 per cent. from 11th day of March, 1842, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—No property of the def't, Jno. L. Hudgins, or of the def't, Jno. H. Dunlary, found within my bailiwick, whereof I can make the debt, interest, and costs within mentioned, or any part thereof. There are slaves on the land, and in the possession of Elliott W. Hudgins, which are said to belong to Jno. L. Hudgins, but being claimed by said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

WM. HOWARD, *Shff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"N."

The Commonwealth of Virginia, to the Sheriff of York county, greeting:

We command you that of the goods and chattels of John H. Dunlary and John L. Hudgins, joint obligors with Thomas Hudgins, in your bailiwick, you cause to be made two hundred and ninety-five dollars and sixty cents, which Philip T. George, surviving partner of Wm. E. George, merchants and partners, trading under the firm of Wm. E. George & Son, late in our county court of Mathews, have recovered against them, by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars and 43 cents, which, to the said Philip T. George, surviving part., &c., in the same court, were adjudged for his costs by him about his suit in that behalf expended, whereof the said Jno. H. Dunlary and John L. Hudgins, joint obs., are convict, as appears to us of record; and that you have the same before the justices of our said court, at the court-house of our said county of Mathews, on the second Monday in August next, to render to the said Philip T. George of the debt and costs aforesaid, and have then there this writ. Witness Shepard G. Miller, clerk of our said court, the 8th day of July, 1842, and in the 67th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within ex'on is to be discharged by the payment of $148 80, with int. at 6 per cent. from the 11th day of March, 1842, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—No property of the deft., Jno. L. Hudgins, or of the deft., Jno. H. Dunlary, found within my bailiwick, whereof I can make the debt, interest, and costs within mentioned, or any part thereof. There are slaves on the land, and in the possession of Elliott W. Hudgins, which are said to belong to John L. Hudgins, but being claimed by said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

WM. HOWARD, *Sheriff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"O."

The Commonwealth of Virginia, to the Sheriff of York county, greeting:

We command you, that of the goods and chattels of Thomas Hudgins, John H. Dunlary, and John L. Hudgins, in your bailiwick, you cause to be made one thousand eight hundred and forty-seven dollars and 96 cents, which John R. Ricards, Ragston Betts, and Richard C. Mortlark, merchants and partners trading under the firm of Ricards, Betts & Co., late in our circuit superior court of law and chancery for the county of Mathews, have recovered against them, by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also six dollars and 11 cents, which to the Ricards, Betts & Co. in the same court, were adjudged for their costs by them in that behalf expended, whereof the said Thos. Hudgins, Jno. L. Hudgins, and Dunlary are convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in September next, to render to the said Ricards, Betts & Co., of the debts and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 6th day of July, 1842, and in the 66 year of the commonwealth.

SHEPARD G. MILLER.

Memo.—The within ex'on is to be discharged by the payment of $923 98 cents, with legal interest thereon, at 6 per cent. from the 22d Nov., 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—"No property of the deft., John L. Hudgins, Thos. Hudgins, or Jno. H. Dunlary, found within my bailiwick whereof I can make the debt, int., and costs of this ex'on, or any part thereof. There are slaves on the land, and in possession of Elliott W. Hudgins, which are said to belong to John L. Hudgins; but being claimed by the said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

WM. HOWARD, *Shff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"P."

The Commonwealth of Virginia, to the Sheriff of York county, greeting:

We command you, that of the goods and chattels of Thomas Hudgins and John L. Hudgins, in your bailiwick, you cause to be made two thousand one hundred and eighty-seven dollars and 96 cents, which William P. Smith, admr. of Thomas Smith, late in our circuit supr. court of law and chancery for the county of Mathews, hath recovered against them, by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars and 61 cents which to Wm. P. Smith, admr. as aforesaid, in the same court, were adjudged for his costs by him in that behalf expended, whereof the said Thomas Hudgins and John L. Hudgins are convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in Sept. next, to render to the said Wm. P. Smith, admr. as aforesaid, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 8th day of July, 1842, and in the 67th year of the commonwealth.

SHEPARD G. MILLER.

Memo.—The within ex'on is to be discharged by the payment of one thousand and ninety-three dolls. and 97 cents, with interest at 6 per cent. from the 1st day of December, 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—No property of the deft., John L. Hudgins or of Thomas Hudgins, found within my bailiwick whereof I can make the debt and costs of this ex'on, or any part thereof. There are slaves on the land, and in possession of Elliott W. Hudgins, which are said to belong to John L. Hudgins; but being claimed by the said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

W. HOWARD, *Shff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"Q."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, co-ob. of Thomas Hudgins, and himself in your bailiwick, you cause to be made five hundred and fifty-two dolls. and 20 cents, with int. a 6 per cent. from the 4th July, 1840, till paid, which Thomas Diggs, ass'ee of John Foster, guardian of the orphans of William Brooks, dec'd, late in our circuit superior court of law and chancery of Mathews county, recovered against him for debt; also eight dollars and

34 cents, which to the said Thomas Diggs, ass'ee in the same court, were adjudged for his costs by him about his suit in that behalf expended, whereof the said John L. Hudgins, co-ob., is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Thos. Diggs, as'ee of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 29th day of April, 1842, and in the 66 year of the commonwealth.

SHEPARD G. MILLER.

Memo.—This execution is to be credited by the int. paid on the within debt up to 1st January, 1841.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—Bill, a boy; Ceney, a girl; and Sophia, a woman, given up. Forthcoming bond taken for the delivery of said property on the day of sale. Bond forfeited, and returned said property on the day of sale. Bond forfeited, and returned herewith.

JOHN BOHANNON, *D. S.*
For EDM'D JONES, *Shff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"R."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John H. Dunlary, Thomas Hudgins, and John L. Hudgins, in your bailiwick, you cause to be made two hundred and seventy-five dollars and 6 cents, which Edmond W. Bohannon, late in our circ't sp'r court of law and ch'y for the county of Mathews, hath recovered against them, by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also six dollars and 11 cents, which to the said E. W. Bohannon in the same court were adjudged for his costs by him in that behalf expended; whereof the said Dunlary, Tho. Hudgins, and Jno. L. Hudgins, are convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said E. W. Bohannon of the debts and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 27th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of $112 03 cents, with int. at 6 per cent., from the 20th Nov., 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—Money made and paid to the plaintiff, as per receipt hereon. See acc. sales filed in R. C. Mason's ex'ion vs. Hudgins & Dunlary.

JNO. H. DIGGS, *D. S.*
For E. JONES, *S. M. C.*

Copies—Teste: SHEPARD G. MILLER, *C. C.*

"S."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, co-ob., of himself and Thomas Hudgins, in your bailiwick, you cause to be made four hundred and six dollars and 76 cents, which Fielding Winder, admr. of James Winder, deceased, late in our circuit superior court of law and chancery, for the county of Mathews, hath recovered against him by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars and 11 cents, which to the said Fielding Winder, ex'or as aforesaid, in the same court, were adjudged for his costs by him in that behalf expended—whereof the said John L. Hudgins, co-ob., is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county at Mathews, on the first Monday in July next, to render to the said Fielding Winder, adm'r aforesaid, of the debts and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 27th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of two hundred and three dollars and thirty-eight cents, with legal interest thereon, from 21st day of December, 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—Money made and paid to the plaintiff's atto. See receipt hereon.

JNO. BOHANNON, *D. S.*
For ED. JONES, *Shf.*

Copies—Teste:

SHEPARD G. MILLER, *C. C.*

"T."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, co-ob. of Thomas Hudgins, and himself, in your bailiwick, you cause to be made seventy-five dollars, with interest at six per cent.,

from the 5th of January, 1842, till paid, which Thomas Diggs, ass'ee of John Foster, guard. of Joice Brooks, late in our circuit superior court of law and chancery for Mathews county, recovered against him for debt; also eight dollars 34 cents, which to the said Thomas Diggs, ass'ee in the same court, were adjudged for his costs by him about his suit in that behalf expended; whereof the said John L. Hudgins, co-ob., is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Thomas Diggs, ass'ee of the debts and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 29th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Sheriff's Return.—Three horses given up, forthcoming bond taken for the delivery of said property on the day of sale; bond forfeited and returned herewith.

JNO. BOHANNON, *D. S.*,
For EDM'D JONES, *Shf.*

Copies—Teste:

SHEPARD G. MILLER, *C. C.*

"U."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John H. Dunlary, Thomas Hudgins, and John L. Hudgins, in your bailiwick, you cause to be made one hundred and eighty-six dollars 66 cents, which James Fergusson and Aron Milhado, merchants and partners, trading under the firm of Fergusson & Milhado, late in our circuit superior court of law and chancery for the county of Mathews, have recovered against them, by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also five dollars 11 cents which to the said Fergusson and Milhado in the same court were adjudged for their costs by them in that behalf expended; whereof the said John H. Dunlary, Thomas Hudgins, and John L. Hudgins, are convict, as appears to us of record; and that you have the same before the judge of our said court-house of the said county of Mathews, on the first Monday in July next, to render to the said Ferguson & Milhado of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 27th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within ex'n is to be discharged by the payment of ninety-three dollars and 23 cents, with interest thereon, to be computed after the rate of six per centum per annum, from the first day of December, 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—Executed, money made and paid to the plt's per receipt, and clerk's bills filed. See acc. sales filed in R. C. Mason's execution vs. Hudgins & Dunlary.

JNO. H. DIGGS, *D. S.*
For E. JONES, *Shf.*

Copies—Teste: SHEPARD G. MILLER, *C. C.*

"V."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, co-obligor of Albert G. Hudgins and himself, in your bailiwick, you cause to be made seventy dol's and 76 cents, with interest at 6 per cent. from the 16 May, 1836, till paid, which Francis Armistead and Albert Diggs, surviving partners of Chr. Tompkins, late merchants and partners, trading under the firm of Tompkins, Armistead & Diggs, late in our circuit superior court of law and chancery of Mathews, have recovered against them for debt; also seven dollars and 12 cents, which to the said Tompkins, Armistead & Diggs, in the same court, were adjudged for their costs by them about their suit in that behalf expended—whereof the said Jno. L. Hudgins, co-ob., is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Tompkins, Armistead & Diggs, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 29th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Sheriff's Return.—Two pair of mules given up; forthcoming bond taken for the delivery of said property at the day of sale; bond forfeited and returned herewith.

JOHN BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"W."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, in your bailiwick, you cause to be made two hundred and thirty-five doll's, with interest thereon, to be computed after the rate of six per centum from the 12th day of Feb'y, 1838, till paid, which Francis Armistead and Albert Diggs, surviving partners of Chr. Tompkins, Francis Armistead & Albert Diggs, late merchants and partners, trading under the firm of Tompkins, Armistead & Diggs, late in our circuit

superior court of law and chancery for the county of Mathews, have recovered against him for debt; also six dollars and 91 cents, which, to the Tompkins, Armistead & Diggs, in the same court, were adjudged for their costs by them about their suit in that behalf expended—whereof the said John L. Hudgins is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Tompkins, Armistead & Diggs, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 29th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Sheriff's Return.—Man Tom, and girl Tenor, given up; forthcoming bond taken for the delivery of said property *of* the day of sale; bond forfeited and returned herewith.

JOHN BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"X."

The Commonwealth of Virginia, to the Sheriff of York county, greeting:

We command you, that of the goods and chattels of John H. Dunlary, Thomas Hudgins, and John L. Hudgins, in your bailiwick, you cause to be made two hundred and fifty-six dollars and fifty-six cents, which Thomas C. Watkins, Francis D. Dungan & George Rust, jr., merchants and partners, trading under the firm of Watkins, Dungan & Rust, late in our circuit superior court of law and chancery for the county of Mathews, have recovered against them, by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also six dollars and 11 cents, which to the Watkins, Dungan & Rust, in the same court, were adjudged for their costs by them in that behalf expended—whereof the said John H. Dunlary, Tho. Hudgins, and John L. Hudgins are convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in September next, to render to the said Watkins, Dungan & Rust, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 7th day of July, 1842, and in the 67th year of the Commonwealth.

SHEPARD G. MILLER.

Memo.—The within execution is to be discharged by the payment of one hundred and twenty-eight dol's and 28 cents, with legal interest thereon, from the 1st day of Dec., 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—No property of the def't John L. Hudgins, John H. Dunlary, or Thomas Hudgins, found within my bailiwick, whereof I can make the debt, int. and costs of this ex'on, or any part thereof; there are slaves on the land and in possession of Elliott W. Hudgins which are said to belong to John L. Hudgins, but being claimed by the said Elliott, and a doubt arising as to the right of property, I have declined to act on this process.

WM. HOWARD, *Sh'ff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"Y."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, in your bailiwick, you cause to be made eighty-one dol's 79 c'ts, with interest thereon, to be computed after the rate of six per centum per annum from the 12 day of Feb'y, 1838, till paid, which Francis Armistead and Albert Diggs, surviving partners of Chr. Tompkins and themselves, late merchants and partners, trading under the firm of Tompkins, Armistead & Diggs, late in our circuit sup'r court of law and ch'y of Mathews county, have recovered against him for debt; also six dollars and 91 cents, which to the said Tompkins, Armistead & Diggs, in the same court, were adjudged for their costs by them about their suit in that behalf expended—whereof the said John L. Hudgins is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the Monday in July next, to render to the said Tompkins, Armistead & Diggs, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 29th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Sheriff's Return.—Four horses given up; forthcoming bond taken for the delivery of said property on the day of sale; bond forfeited and returned herewith.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"Z."

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins and Thomas Hudgins, in your bailiwick, you cause to be made three hundred and sixty-five dollars and 87 $\frac{1}{2}$ cents, with interest thereon,

to be computed after the rate of six per centum per annum from 16th May, 1840, till paid, which Joel Hayes, ass'e of Allen Bailey, late in our circuit superior court of law and chancery of Mathews, hath recovered against them for debt; also seven dollars and 54 cents, which, to the Joel Hayes, ass'ee, in the same court, were adjudged for his costs by him about his suit in that behalf expended—whereof the said John L. Hudgins and Thomas Hudgins are convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Joel Hayes, ass'ee as aforesaid, of the debts and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 29th day of April, 1842, and in the 66th year of the Commonwealth.

SHEPARD G. MILLER.

Sheriff's Return.—Negro woman Eve, and two children, given up; forthcoming bond taken for the delivery of said property on the day of sale; bond forfeited and returned herewith.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"A A."

The Commonwealth of Virginia, to the Sheriff of Matthews county, greeting:

We command you, that of the goods and chattels of John H. Dunlary, Thomas Hudgins, and John L. Hudgins, in your bailiwick, you cause to be made four hundred and eighty-seven dollars and sixty-six cents, which John Patter, jr., late in our circuit superior court of law and chancery of the county of Matthews, hath recovered against them, by motion for the penalty of a bond taken for the forthcoming and delivery of property at the day of sale; also six dollars and 11 cents, which to the said John Patter, jr., in the same court, were adjudged for his costs by him in this behalf expended; whereof the said Jno. H. Dunlary, Th. Hudgins, and Jno. L. Hudgins are convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Matthews, on the first Monday in July next, to render to the said John Patter, jr., of the debts and costs aforesaid, and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 27th day of April, 1842, and in the 66th year of the commonwealth.

SHEPARD G. MILLER, *C. C.*

Memo.—The within execution is to be discharged by the payment of two hundred and forty-three dollars and eighty-three cents, with

interest thereon, to be computed after the rate of six per centum per annum, from the 20th day of November, 1841, till paid, and the costs within mentioned.

Teste: SHEPARD G. MILLER, *C. C.*

"Stayed by plts. att'y."

Copies.—Teste: SHEPARD G. MILLER, *C. C.*

"C C."

Whereas, Thomas Hudgins, of the county of Matthews, is indebted to the following persons, for judgments obtained by them at the spring term of the circuit s. ct. of law and chancery for the county of Matthews, for the year 1842, on forthcoming bonds, viz.: to Wm. McDonald & Co., of the city of Baltimore, in the sum of four hundred and fifty dollars and thirty-six cents, with legal interest thereon from 13th November, 1841, and the legal costs attending the said judgment, which judgment was rendered against said Hudgins as security for Wm. Tod; to Ferguson & Milhado, of the borough of Norfolk, in the sum of ninety-three dollars $\frac{93}{100}$, with legal interest thereon from 1 Dec'r, 1841, and the legal costs attending the said judgment, which judgment was rendered against said Hudgins as co-obligor with John H. Dunlary and John L. Hudgins; to Edmond W. Bohannon in the sum of one hundred and twelve dollars $\frac{8}{100}$, with legal interest thereon from 20th Novem., 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor of John H. Dunlary and John L. Hudgins; to Richard Betts & Co., the sum of eleven hundred and thirty dollars $\frac{32}{100}$, with legal interest thereon from 13th Nov., 1841, until paid, and the legal costs attending the said judgment, which was rendered against said Hudgins as security of Wm. Tod; to Ricards, Betts & Co., in the sum of nine hundred and twenty-three dollars $\frac{98}{100}$, and interest thereon from 22d Nov., 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor with Jno. H. Dunlary and Jno. L. Hudgins; to Dungan and Rust in the sum of one hundred and twenty-eight dollars $\frac{78}{100}$, with legal interest thereon from 1st December, 1841, and the legal costs attendimg the said judgment, which was rendered against the said Thomas Hudgins as co-obligor with Jno. H. Dunlary and Jno. L. Hudgins; to William McDonald & Co., in the further sum of three hundred and twenty-one dollars $\frac{67}{100}$, and legal interest thereon from 13th Nov., 1841, and the legal costs attending the said judgment, which was rendered against the said Tho. Hudgins as security of Wm. Tod; to Henry Pike, as executor of John Patter, jr., in the sum of two hundred and forty-three dollars $\frac{83}{100}$, with legal interest thereon from 20th Nov., 1841, and the legal costs attending the said judgment, which was rendered in the name of the said John Patter, jr., against the said Thomas Hudgins, security for the said Wm. Tod; to Stanley & Co., in the sum of eighty-seven dollars and 45, with legal interest thereon from 13 Nov., 1841, and the legal costs attending the said judgment, which was rendered against the

said Thomas Hudgins as security for Wm. Tod; to Walker Jones, assee. of T. C. Baytop, in the sum of one hundred and ninety-five dollars, with legal interest thereon from the 13th Nov., 1841, and the legal costs attending the said judgment, which was rendered agst. the said Thomas Hudgins as security for Wm. Tod; to William T. Smith, adm'r of Thomas Smith, in the sum of one thousand and ninety-three dollars $\frac{97}{100}$, with legal interest thereon from 1st Dec., 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to John F. Webb, assee. of Jos. G. Lindsey, in the sum of sixteen hundred and five dollars $\frac{00}{100}$, with legal interest thereon from 20th Jan'y, 1842, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to James F. Hunter, in the sum of one hundred and twenty-eight dollars $\frac{85}{100}$, with legal interest thereon from 7th Dec., 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as co-obligor with the said John L. Hudgins; to Dixon, Hunter, and Hipkins, in the sum of three hundred and fifty-five dollars $\frac{97}{100}$, with legal interest thereon from the 20th Nov., 1841, and the legal costs attending the said judgmt., which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to Thomas Henderson, assee. of Joseph R. Gayle, admor. of Thos. Hall, in the sum of two hundred and thirty dollars $\frac{35}{100}$, with legal interest thereon from 20 Nov., 1841, and the legal costs attending the said judgmt., which was rendered against the said Thomas Hudgins as co-obligor with John L. Hudgins; to Higinbotham & Co., in the sum of six hundred and twenty dollars $\frac{00}{100}$, with legal interest thereon from 13 Nov., 1841, which was rendered against the said Thomas Hudgins as security of Wm. Tod, and the legal costs attending the said judgmt. And, whereas the said Thomas Hudgins is also indebted in the amount of judgments obtained against him by the following persons respectively, at the said term of the said superior, viz: To Henry W. Tabb, exor. of Christopher Tompkins, in the sum of two hundred and sixty-one dollars $\frac{3}{100}$, with legal interest thereon from 1st July, 1837, and the legal costs attending the recovery thereof, and also in the further sum of seven hundred, with legal interest thereon from 15th Jan'y, 1838, and the legal costs attending the recovery of the said judgment; and also in the further sum of sixty-one dollars $\frac{1}{100}$, with legal interest thereon from 9th April, 1839, and the legal costs attending the recovery of said judgment; to Curtis, Jones & Co., in the sum of one hundred and fifty-nine dollars $\frac{25}{100}$, with legal int. thereon from 1st January, 1839, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins as security of William Tod; and whereas the said Thomas Hudgins is also indebted to Hooper and Hardister, in the sum of twenty dollars $\frac{37}{100}$, with legal interest thereon from 1st January, 1841, and the legal costs attending the said judgment, which was rendered against the said Thomas Hudgins at the March term, 1842, of the county court of

Mathews; and whereas also the said Thomas Hudgins is also indebted to the said Henry W. Tabb, executor of Christopher Tompkins, the amount of a claim now pending before the circuit superior court of law and chancery for the county of Mathews, with the legal costs attending the prosecution of the same, which claim amounts to the sum of nine hundred and thirty-nine dollars $\frac{75}{100}$, with legal interest thereon from the 2d day of July, 1838, subject to a credit, however, for $, for certain white oak roots, delivered by the said Thomas Hudgins to the said Christopher Tompkins, in his lifetime, as by the books of said Tompkins will more fully appear both as to number and price; and whereas also the said Thomas Hudgins is also indebted by judgments to Philip E. Tabb, agent, in the sum of seventy dollars, with legal interest from the first of January, 1841, and legal costs, to R. C. Mason, in the sum of eighty dollars $\frac{12}{100}$, and interest from the 20th of November, 1840, by judgment, with the legal costs attending the same, which judgment was rendered against Thomas Hudgins and John H. Dunlary; also to Thomas L. Smith, by judgment against John H. Dunlary and Thomas Hudgins, for one hundred and sixty-eight dollars and costs, with legal interest from 9th of February, 1841, to be credited by $46 paid 11th March, 1841. Those three last judgments were rendered at March county court, 1842. And whereas also the said Thomas Hudgins is indebted to Thomas Diggs in the sum of seventy-five dollars, with legal interest thereon from the 5th of January, 1842, and the legal costs attending the recovery thereof; and in the further sum of five hundred and fifty-two dollars, with legal interest thereon from 1st January, 1841, and the legal costs attending the recovery thereof, upon which two last-mentioned claims judgments were rendered at the last spring term of the said circuit superior court of law and chancery against the said John L. Hudgins as security for and as co-obligor with the said Thomas Hudgins; and is also indebted to the following persons, respectively, on claims upon which judgments on forthcoming bonds were rendered at the April term, 1842, of the county court of Mathews, against the said John L. Hudgins and John H. Dunlary, being in each case the security for and co-obligor with the said Thomas Hudgins and John H. Dunlary, viz: to Philip T. George, in the sum of two hundred and ninety-four dollars $\frac{48}{100}$, with legal interest from 11th of March, 1842, and costs; in the further sum of four hundred and fourteen dollars $\frac{50}{100}$, with interest from 11th March, 1842, and costs; and in the further sum of one hundred and forty-seven dollars $\frac{80}{100}$, with interest from 11th March, 1842, and costs; to Ferguson & Milhado, in the sum of fifty-nine dollars $\frac{58}{100}$, with interest from 11th March, 1842, and costs; to Charles S. Richardson, in the sum of thirty-two dollars $\frac{16}{100}$, with interest from 11th March, 1842, and costs; to Richard Anderson, in the sum of one hundred and twenty-eight dollars $\frac{3}{100}$, with interest from 11th March, 1842, and costs; to Charles & George Reid, in the sum of one hundred and sixty-six dollars $\frac{27}{100}$, with interest from 11th March, 1842, and costs; which said debts above recited are hereinafter designated and mentioned

as debts of the first class. And whereas also the said Thomas Hudgins is justly indebted upon claims on which the said John L. Hudgins is his surety to the following persons, viz: to Jarvis & Barnum in the sum of fifteen hundred and seventeen dollars $\frac{18}{100}$ by note, bearing date on the 11th day of March, 1842, with interest thereon from 11th day of March, 1842; to Larkin Litchfield, guardian of the children of Charles Atkinson, dec'd, in the following sum, to wit, in three several sums of about six hundred and sixty-eight $\frac{38}{100}$ dollars each, by bond bearing date on the 10th day of July, 1837, payable, respectively, on the 10th day of July, 1838, and on the 10th day of July, 1839, and on the 10th day of July, 1840; and also in two several sums of about fifty dollars each, by bonds bearing date on the 10th day of , 183 , payable, respectively, on the 13th day of March, 1838, and on the 13th day of September, 1838; all of which said five bonds were originally made payable to the executors of Charles Atkinson, deceased, but which are now due and payable to the said Larkin Litchfield, as guardian as aforesaid; and in several other sums due by several other bonds of various dates for various amounts, making together about the sum of six hundred dollars, which last-mentioned notes are in the possession of the said Larkin Litchfield, and cannot be now more particularly described; and to John J. Burke, in a bond bearing date on the 15th day of February, 1842, for about the sum of thirty-seven hundred dollars, payable in two equal annual instalments; and whereas also the said Thomas Hudgins is indebted to William H. Roy and John W. Jarvis, commissioners, acting under a decree of Mathews county court, in the case of Mahala Parish and others, against Hodges, on a bond with the said John L. Hudgins, as security for the sum of four hundred and eleven dollars, payable at nine months from the date, to wit, 14th June, 1841, being the purchase-money of the land sold by virtue of the said decree, which is subject to a deduction for the amount of the respective interests of James D. Marchant and John H. Dunlary, as ass'ee of Mahala Parish, which said interests have been transferred by the said Marchant and Dunlary, respectively, to the said Thomas Hudgins; and the said Thomas Hudgins is also justly indebted to William McDonald & Co., of the city of Baltimore, in the further sum of eighteen hundred and fifty-one dollars $\frac{19}{100}$, with interest thereon from the 6th day of April, 1842, and payable on or before the 1st day of January, 1843, which debt is evidenced by note under seal with the said John L. Hudgins, as security; and the said Thomas Hudgins is also indebted to James M. Vaughan, of Back river, with the said John L. Hudgins, as his security, on a note under seal for about four or five hundred dollars, but neither the exact amount of the said note or its date can now be ascertained, the said note being in the possession of the said Vaughan; and whereas also the said Thomas Hudgins, co-obligor with Jno. H. Dunlary, is also indebted in a bond payable to Wm. H. Roy and Jno. W. Jarvis, acting as commissioners, under a decree in the aforementioned cause of Parish and others vs. Hodges, for the sum of twelve hundred and eighteen dollars $\frac{18}{100}$, due

at nine months from the 14th June, 1841, given for the purchase, or certain slaves sold under said decree, but subject to a deduction of two hundred and eighty-six dollars $\frac{0\,6}{1\,0\,0}$, being that portion of the amount intended to be secured by the said bond, to which said John H. Dunlary is entitled, under the said decree, all of the above debts *debts* and liabilities of the said John L. Hudgins, as security for the said Thomas Hudgins, which existed on the 1st March, 1842, mentioned since the debts of the first class; and also all other debts and liabilities of the said John L. Hudgins, as security for the said Thos. Hudgins, which existed on or before 1st March, 1842, and which shall be legally and properly ascertained by or before 1st January, 1843, shall be and are hereinafter designated and mentioned as debts of the second class; and all of the above debts and liabilities of the said John L. Hudgins, as security of Thomas Hudgins, which existed on 2d May, 1842, and have accrued and arisen since the first of March, 1842, along with the debt of twelve hundred and eighteen dollars $\frac{2\,0}{1\,0\,0}$, due to Wm. H. Roy and John W. Jarvis, commissioners, under the decree of Mathews county court, in the case of Parish and others vs. Hodges, which is subject, however, to the aforementioned deduction of two hundred and eighty-six dollars $\frac{8}{1\,0\,0}$, which claims are mentioned since the debts of the first class; also, any other liability of the said John L. Hudgins, as security for Thos. Hudgins, which have accrued since the first day of March, 1842, and existed on 2d day of May, 1842, not herein set out, but shall be legally and properly ascertained by or before 1st January, 1843, shall be and are hereinafter mentioned and designated as debts of the third class; the debt to Roy and Jarvis, commissioners, last above mentioned, coming in for its pro rata proportion with the other debts of said third class; and whereas the said Thos. Hudgins is also indebted to Edmond Jones in the sum of two hundred and sixty-six dollars, by note, bearing date on the 9th day of April, 1842; and is also indebted to the said Edmond Jones in a further note supposed to be for about the sum of two hundred and thirty-nine dollars $\frac{5\,8}{1\,0\,0}$ and interest thereon, which cannot be more particularly described, as the same is in the possession of the said Jones; and the said Thomas Hudgins is also indebted Armistead, Diggs & Co. by two notes, each for about one hundred and fifty dollars, and also the balance now due on a bond of the said Thomas Hudgins and Jno. D. Jarvis, which was originally for about the sum of three hundred and sixty-five dollars, with interest from 22d July, 1841, which five last-mentioned debts are hereinafter designated and mentioned as debts of the fourth class.

The amount of all which debts, together with a full and entire indemnity to the said Jno. L. Hudgins against loss from his said securityships, the said Thomas Hudgins is willing and desirous more effectually to secure; and whereas the said Tho's Hudgins, by a certain indenture executed by him bearing date on the first day of March, 1842, and duly recorded in the clerk's office of Mathews county court, on the 21st day of March, 1842, did convey to one Albert G. Hudgins, as

trustee, certain property therein mentioned and described, and intended to include a part of that herein mentioned and hereby conveyed upon trust for certain purposes in the said indenture mentioned, intended for the indemnity of the said John L. Hudgins against loss as the security for the said Thomas Hudgins in certain obligations therein mentioned; and whereas doubts have arisen whether the said indenture is of such validity or so far available as to protect the said Jno. L. Hudgins and his said trustee from the rights and liens acquired by the said judgment-creditors aforesaid, and the said John L. Hudgins is willing and desirous to avoid any difficulty therein; and in further consideration that the said Thomas Hudgins and Rosannah L., his wife, by this conveyance have agreed more fully to indemnify the said John L. Hudgins against loss from the securityships mentioned in the said conveyance to the said Albert G. Hudgins, and also to indemnify the said John L. Hudgins against loss in consequence of the responsibility incurred by him as security for the said Thomas Hudgins in such of the debts above recited, for which the said John L. Hudgins has become bound since the date of the deed to the said A. G. Hudgins as aforesaid; and whereas the said Thomas Hudgins, by deed bearing even date herewith, has conveyed to Sands Smith, trustee for the said Rosannah L. Hudgins, the following property, to wit: All the household and kitchen furniture now at the residence of the said Thomas Hudgins, and slaves Tom *an* Aloman, (the miller,) Peter, a man, Dolly, a woman, and her children, Sarah and Adam, and a sorrel horse, for and in consideration of the relinquishment and conveyance herein and hereby made by the said Rosanna L. Hudgins of her dower right in and to all the real estate in this deed mentioned, which lies within the State of Virginia; and whereas the said John L. Hudgins, for the considerations herein thereunto moving as before set forth, has agreed to relinquish and doth hereby relinquish any all right, title, or interest, legal or equitable, which may have accrued to him under or by virtue of the deed aforesaid of the first of March, 1842, over that portion of the real and personal estate intended to be conveyed by the said deed which is mentioned or included in this indenture, and for that purpose has instructed and required the said Albert G. Hudgins to release and convey to the trustees hereinafter named all the legal or equitable estate acquired by *his* as trustee under the said deed of the 1st of March aforesaid, in and to the property of every description mentioned or included in this indenture. Now, therefore, this indenture, made and entered into on this the 6th day of May, in the year 1842, between the said Thomas Hudgins, Rosannah L. Hudgins, his wife, John L. Hudgins, and Albert G. Hudgins, of the first part, Shepard G. Miller, John H. Diggs, and John Bohannon, jr., trustees, of the second part, and the creditors above mentioned of the third part, witnesseth: That the said Thomas Hudgins and Rosannah L., his wife, for and in consideration of the premises, and for the further consideration of five dollars to them in hand paid by the said trustees, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents

do grant, bargain, and sell, alien, enfeoff, and convey unto the said Shepard G. Miller, John H. Diggs, and John Bohannon, jr., and to the survivors or survivor of them, the following property, to wit: All the estate, right, title, and interest, legal or equitable, of them, the said Thomas Hudgins and Rosannah L., his wife, and each of them, in and to a certain lot or parcel of land, lying and being in the county of Mathews, adjoining the premises of the Mathews Academy, containing by estimation sixty acres of land, on which a new building has been lately erected, with all and singular the buildings, improvements, and appurtenances thereon or thereto belonging, being the same lot which was purchased by the said Thomas Hudgins of John P. Minter, who derived the same by purchase under a decree of Mathews county court, all that certain lot with the buildings and improvements thereon, lying and being at Mathews court-house and now occupied by Bohannon and Armistead as a tailor's shop, and on which there are several other buildings, viz: A house lately occupied as an office by Baldwin Foster, a kitchen, corn-house, &c., being the whole of the property at Mathews court-house which was purchased by the said Thomas Hudgins of Henry W. Tabb, ex'or of Christopher Tompkins, deceased; all the right, title, and interest of them, the said Thomas Hudgins and Rosannah L., his wife, in and to all that tract or parcel of land, with all and singular the buildings, improvements, and appurtenances thereon and thereto belonging, called and known as Seaford, comprising the land purchased of the heirs of Tho. Tabb, deceased, of Seaford, the lands purchased of the executors of Charles Atkinson, dec'd, and those purchased of Isaac Armistead, the whole lying and being in the county of Mathews and supposed to contain one thousand acres, and being the whole of the lands now attached to Seaford or the Seaford estate, except eighty acres purchased under a decree of Mathews county court, pronounced in a cause therein pending under the style of Eliza Tabb Gon vs. Tabb and others, one undivided moiety of a water, grist and saw-mill, and mill seat, with the lands thereto attached and belonging, formerly and known and called "Whiting Mill," in the county of Gloucester, with all and singular the rights, privileges, ways, water-power, and appurtenances of every description to the same belonging or otherwise attached; and the said Thomas Hudgins, for the conside ration aforesaid, doth hereby also convey unto the said Shepard G. Miller, John H. Diggs, and John Bohannon, jr., trustees as aforesaid, and the survivors or survivor of them, the following property, to wit: All the right, title, and interest of him, the said Thomas Hudgins, in and to several tracts or parcels of land, lying and being in the county of Macon, in the State of Alabama, being the same purchased by the said Thomas Hudgins of one Joseph G. Lindsey, and supposed to contain in all about eight thousand acres, together with the following slaves now on the plantation called Seaford, viz: Jess, Jerry, Philip, Lewis and Bob, Lucy, a woman, Milly and her daughter, Mitty, Mary, Amey, Harriet and her four children, called John, Richard, Harriet and Jim, Charlotte and her six children, called John, Thornton, Lucy,

Harriet, Mary and William, and all the stock belonging to said plantation called Seaford, consisting of one horse and eight mules, all the cattle, including five yoke of oxen and about thirty head of other cattle, about forty head of sheep, all the farming utensils, carts, wagons, gear, &c., on the said farm, together with the growing crops of every description, consisting of wheat, Indian corn and oats; the crops, however, to be sold separate from the land, and the right reserved of removing them. The following slaves and other property now on the plantation called Centreville, to wit: Ampley, Peter, Jim, Peyton, Philip, Harry and Jerry, men, Ben, a boy, Lucy and three children, called William, John and Hannah, Davy, a boy, Sally and three children, Charlotte, Jim and Davy, Peggy, George and Rebecca, children of Dolly, Betsy and her four children, called Davy, Isaac, Tilly and Hannah, Jenney and her daughter Hannah, Bechy and her two children, called Tom and Susan, Polly and her two children, called Daniel and Jim, Peggy and her four children, called Joe, Chloe, Dolly and Hannah, three horses, two mules, stock of cattle, consisting of sixteen cows, four yoke of oxen and one blooded bull, called Comit, fifteen head of sheep, all the farming utensils, carts, wagons, gear, &c., a carriage and harness, and a single gig and harness, and also slaves Bill and Fanny, and her three children, called , and now in the hands of the marshal of the federal for the eastern district of Virginia, having been levied on by the marshal under an execution supposed now to have been satisfied by a draft on Daniel H. Valentine, and also a certain packet sloop, called Belvidere, registered as belonging to the port of East river. To have and to hold the said lands, slaves and other personal property of every description and every part and parcel thereof, to them, the said Shepard G. Miller, John H. Diggs, and John Bohannon, jr., trustees as aforesaid, during their joint lives, and to the survivors and survivor of them.

And the said John L. Hudgins, for and in consideration of the premises, and for the further consideration of five dollars to him in hand paid by the said trustees, and the said Albert G. Hudgins, in consideration of the requisition and instruction of the said John L. Hudgins, and each of them, do hereby release and relinquish all and every claim and demand, legal or equitable, arising or accruing to them, or either of them, under and by virtue of the deed before mentioned, executed by the said Tho. Hudgins, and dated on 1st March, 1842, in and to all the property, real and personal, which is mentioned or conveyed by this indenture; it being hereby expressly understood and agreed between all the parties hereto, that this conveyance is to be held and deemed as only additional and collateral security for the payment of the judgments and other claims herein before mentioned; and that the creditors aforesaid, who have obtained the said judgments, still hold and retain all the rights and powers acquired by them respectively under the said judgments. To have and to hold the said property, real and personal, and every part and parcel thereof, with all and singular the rights, members, and appurtenances to the same or any part thereof

belonging, to them, the said trustees, and the survivors or survivor of them, as aforesaid, upon trust nevertheless, and this indenture is upon the following express conditions, trusts, and stipulations, that is to say: that the said trustees, or any two of them, during the life of the third, or the survivors or survivor of them, in the event of the death of either one or two of them, shall have full power and authority to sell, dispose of and convey, the whole, or such part or parts of the property hereby conveyed as may necessary to fulfil and satisfy the purposes of this indenture; such sale to be made in the manner, at the periods, and upon the terms herein after provided for, on or before the first Monday of July next, (unless all the creditors of the first class, as aforesaid, shall in writing consent to a *postment* thereof, or so soon thereafter as the said trustees shall be required by one or more of the said creditors, the property hereby conveyed or so much and such part as may be necessary, shall be exposed to sale at public auction at such place as the acting trustees shall in their discretion seem best, for ready money, and shall apply the proceeds of such sale in the following manner, viz: First, to the payment of drawing and recording this indenture, including a fee of fifty dollars each to Wm. H. Roy and John D. McGill, and all proper costs and charges attending the execution of the trust; then to the payment of all the debts heretofore mentioned and designated as debts of the first class, the judgments in the order of the date of the terms *and* which they were rendered, those of the same time coming in together; then to the payment of the debts herein before recited as debts of the second class; then to the payment of the debts herein before recited as debts of the third class, with the costs and interest thereon in each case, if any; provided that if any deficiency should exist in the proceeds of said sale to meet the said debts of the first class, then such proceeds, after first paying the judgment of Hooper & Hardister, with the interest and costs, which has already been more particularly described, shall be applied towards, and divided among, all the other debts aforesaid of the first class, in proportion to their respective amounts; if the proceeds shall be more than sufficient for the payment of the first class, the surplus shall be applied in the same manner to those of the second class; and if more than sufficient for the debts of the second class, then the proceeds shall be applied in same manner to the payment of the said debts of the third class; and if more than sufficient for the payment of the debts of the third class, then the proceeds of sale shall be applied, in same manner, to the payment of the debts of the fourth class; and lastly, *and* surplus that may remain after the payment of all the debts herein provided for, and any property then remaining unsold, shall be delivered or paid over to the said Thos. Hudgins, his assigns, or personal representatives. But before sale shall be made, the said trustees shall have given at least four weeks' previous notice thereof by advertisement at two or more public places in the county of Mathews, and by advertisement inserted in one or more newspapers published in the city of Richmond, and borough of Norfolk, and other cities, if deemed expedient by the acting trustee or trustees.

It is further agreed and stipulated that the said trustees shall have full power and authority to confirm and effect any private sale which may be agreed on by the said Tho. Hudgins before the day of public sale, if, the judgment of the said trustees, it be considered to the interest of the creditors, and the proceeds of sale be so secured and provided for that the same may be retained by the said trustees, and applied by them to the purposes of this indenture; and the said trustees in making sale of the said trust-property shall dispose of the same in such order as may be designated by the said Tho. Hudgins, provided the several articles of property *be* so designated be then on the ground, and capable of being delivered and effectually conveyed; but in the event that the said Thomas Hudgins shall fail, or refuse to make such designation, or shall in the opinion of the acting trustees appoint such order as would be injurious to the interest of the cestui que trusts, then the trustees shall sell the same in such order as they in their discretion shall deem best. And the said Thomas Hudgins, for himself, and his heirs, hereby covenants and agrees to and with the said trustees, that he will when thereto required surrender and deliver up all or such portions of the said property as may by them be required for the purpose of this indenture; and that he will in no manner impede or prostrate the purposes of this indenture. And the said trustees, and the survivors and survivor of them, in the event of a sale, shall have full power and authority to convey such property, real and personal, as may be by them sold, and to make good and sufficient deeds therefor. And the said Thos. Hudgins, for himself and his heirs, doth hereby further covenant and agree to and with the said trustees, and the survivors and survivor of them, to warrant and defend the title to the said property hereby conveyed, and each and every part and parcel thereof, to them, the said trustees, and their survivors, and their assigns, forever, free from the claim or claims of him, the said Thos. Hudgins, and of all and every other person or persons whatsoever. In testimony whereof, the parties have hereunto affixed their hands and seals the day and year aforesaid.

THOMAS HUDGINS, [SEAL.]
ROSANNAH L. HUDGINS, [SEAL.]
JOHN L. HUDGINS, [SEAL.]

Signed, sealed, and delivered, in the presence of—

Interlineations and erasures before signing, as follows: The word "hundred" interlined in 2d line from bottom, first page; 2d page, 2d line, figures $\frac{45}{100}$ interlined; 3d page, 4th line, figures $\frac{2}{100}$ interlined; 3d page, 3d line from bottom, words "dollars" interlined; 4th page, the words or letters "and" interlined; 6th page, 2d line from bottom, an erasure; in the last line two erasures and interlineations of the words "further," and also the words "two hundred and thirty-nine dollars $\frac{45}{100}$;" 6th page and 6th line from bottom, the letters "ing" interlined; 10th page, 14th line from bottom, "the crops, however, to be sold separate from the land, and the right reserved of removing them," are inter-

lined; 11th page, 13th line from bottom, the words "of the judgments" are interlined.

VIRGINIA, *Mathews county, to wit:*

We, William Shultice and Walter G. Lane, justices of the peace in the county aforesaid, in the State of Virginia, do hereby certify that Rosannah L. Hudgins, the wife of Thomas Hudgins, parties to a certain deed bearing date on the sixth day of May, 1842, and hereto annexed, personally appeared before us, in our county aforesaid, and being examined by us privately and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Rosannah L., acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and wished not to retract it.

Given under our hands and seals, this sixth day of May, 1842.

W. SHULTICE, *J. P.* [SEAL.]
W. G. LANE, *J. P.* [SEAL.]

VIRGINIA, *Mathews county, to wit:*

We, William Shultice and Walter G. Lane, justices of the peace in the county aforesaid, in the State of Virginia, do hereby certify Thomas Hudgins, a party to a certain deed bearing date on the 6th day of March, 1842, and hereto annexed, personally appeared before us, in our county aforesaid, and acknowledged the same to be his act and deed, and desired us to certify the said acknowledgment to the clerk of the county court of Mathews, in order that the said may be recorded.

Given under our hands and seals, this 6th day of May, 1842.

W. SHULTICE, *J. P.* [SEAL.]
W. G. LANE, *J. P.* [SEAL.]

VIRGINIA, *Mathews county, to wit:*

We, W. Shultice and Walter G. Lane, justices of the peace in the county aforesaid, in the State of Virginia, do hereby certify that John L. Hudgins, a party to a certain deed bearing date on the 6th day of May, 1842, and hereto annexed, personally appeared before us, in our county aforesaid, and acknowledged the same to be his act and deed, and desired us to certify the said acknowledgment to the clerk of the county court of Mathews county, in order that the said deed may be recorded.

Given under our hands and seals, this 6th day of May, 1842.

W. SHULTICE, *J. P.* [SEAL.]
W. G. LANE, *J. P.* [SEAL.]

In the clerk's office of the county court of Mathews, May the 6th, 1842. This deed of trust was this day delivered to the clerk of the court of the county aforesaid, and it appearing from the certificates of William Shultice and Walter G. Lane, justices of the peace in and for the county aforesaid, that the said deed hath been acknowledged by the said Thomas Hudgins and Rosannah L., his wife, and John L. Hud-

gins, and by the said justices certified according to law, was admitted to record as to the said Thomas Hudgins and wife, and John L. Hudgins, the only parties who have signed the same.

Teste: SHEPARD G. MILLER, *C. C.*

Copy.—Teste: SHEPARD G. MILLER, *C. C.*

"E E."

In the Circuit Superior Court of Law and Chancery for Mathews county, April term, 1844.

WILLIAM SHULTICE AND SAMUEL DIGGS, ex'ors of Charles Atkinson, dec'd, who sue for the benefit and at the costs of Larkin Litchfield, guardian of the orphans of Charles Atkinson, dec'd, plts., against JOHN L. HUDGINS, joint obligor with Tho. Hudgins and William Tod, def'ts. } In Debt.

This day came the plaintiffs, by their attorney, and the defendant being again solemnly called came not; therefore it is considered by the court that the plaintiffs recover against the defendant *sixty* hundred and sixty-eight dollars and 38⅓; also six hundred and sixty-eight dollars and 38⅓; and the further sum of six hundred and sixty-eight dollars 38⅓ cents; the debts in the declaration mentioned, with interest of each of the said sums, to be computed after the rate of six per centum per annum from the 10th day of July, 1837, till paid, and the costs by them about their suit in this behalf expended—and the said defendants in mercy, &c. And it is ordered that the sheriff make sale of the twenty cedar posts by him attached according to law, and pay the money arising from such sale to the plaintiffs towards satisfying this judgment, and that he return an account of the sale to the court.

Here follows a copy of the execution and sheriff's return thereon, which issued on the foregoing judgment:

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, joint obligor with Thomas Hudgins and William Tod, in your bailiwick, you cause to be made $668 38⅓, with int. at 6 per cent. from the 10th day of July, 1837, till paid; also the further sum of $668 38⅓, with the like interest from the 10th day of July, 1837, till paid; and the sum of $668 38⅓, with the like interest from the 10th day of July, 1837, till paid; which William Shultice and Samuel Diggs, ex'ors of Charles Atkinson, deceased, who sue for the benefit and at the costs of Larkin Litchfield, guardian of the orphans of Charles Atkinson, dec'd, late in our circuit superior court of law and chancery

for the county of Mathews, have recovered against him for debt; also nine dollars and 38 cents, which, to the said William Shultice and Sam'l Diggs, ex'ors as aforesaid, who sue as aforesaid in the same court, were adjudged for their costs by them about their suit in that behalf expended; whereof the said John L. Hudgins, joint obligor as aforesaid, is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Shultice and Diggs, ex'ors as aforesaid, who sue as aforesaid, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 6th day of April, 1844, and in the 68th year of the Commonwealth.

SHEPARD G. MILLER.

Divided Suit.—Should the debt, interest, and costs be made on an execution which issued against Thomas Hudgins, co-obligor of this def't, for the within debt and interest, then the sheriff will make the costs of this execution only.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—No estate found to satisfy this ex'on.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

The following are copies of the bonds upon which the foregoing judgment was obtained, viz:

$668 38⅓. On the 10th day of July, 1838, we bind ourselves, our heirs, &c., to pay to William Shultice and Samuel Diggs, executors of C. Atkinson, dec'd, the sum of six hundred and sixty-eight dollars 38⅓, with interest from the 10th day of July, 1837, for value received. Witness our hands and seals, this 23d day of March, 1838.

TH. HUDGINS, [SEAL.]
WM. TOD, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Teste: S. G. MILLER as to THO. HUDGINS,
As to WM. TOD,
E. BARNUM as to JNO. L. HUDGINS.

Assignment made on the *bond* of the said bond.

W. Shultice and Sam'l Diggs, ex'ors of C. Atkinson, dec'd, Novem. 25th, 1840.

$668 38⅓. On the 10th day of July, 1839, we bind ourselves, our heirs, &c., to pay to Wm. Shultice and Samuel Diggs, ex'ors of C. Atkinson, dec'd, the sum of six hundred and sixty-eight dollars 38⅓ cents, with interest from the 10th day of July, 1837, (to be paid an-

nually,) for value received. Witness our hands, this 23d day of March, 1838.

TH. HUDGINS, [SEAL.]
WM. TOD, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Ex'ors of C. A., dec'd, interlined.

Teste: S. G. MILLER as to THO. HUDGINS,
As to WM. TOD,
E. BARNUM as to JNO. L. HUDGINS.

$668 38⅓. On the 10th day of July, 1840, we bind ourselves, our heirs, &c., to pay to William Shultice and Sam'l Diggs, ex'ors of C. Atkinson, dec'd, the sum of six hundred and sixty-eight dollars 38⅓ cents, with interest from 10 day of July, 1837, (to be paid annually,) for value rec'd. Witness our hands and seals, this 23d day of March, 1838.

TH. HUDGINS. [SEAL.]
WM. TOD. [SEAL.]
JNO. L. HUDGINS. [SEAL.]

Teste: S. G. MILLER,
E. BARNUM as to JNO. L. HUDGINS.

Assignment made on the back of the said bond, to wit:

W. SHULTICE,
SAM. DIGGS,
Ex'ors of C. Atkinson, dec'd.

Nov. 25th, 1840.

Copies—Teste: SHEPARD G. MILLER, *C. C.*

"F F."

In the Circuit Superior Court of Law and Chancery for the county of Mathews, April term, 1844.

WILLIAM SHULTICE AND SAM'L. DIGGS, ex'ors of Charles Atkinson, dec'd, who sue for the benefit and at the costs of Larkin Litchfield, guardian of the orphans of Charles Atkinson, dec'd, plts., against JOHN L. HUDGINS, joint obligor with Tho. Hudgins and Wm. Tod, def'ts. } In Debt.

This day came the plaintiffs, by their attorney, and the defendant being again solemnly called came not; therefore it is considered by the court that the plaintiffs recover against the defendant fifty-five dollars and eighty cents, the debt in the declaration mentioned, with interest thereon, to be computed after the rate of six per centum per annum from the 13th day of September, 1838, till paid, and their costs by them about

their suit in this behalf expended; and the said defendant in mercy, &c. And it is ordered that the sheriff make sale of the twenty cedar posts by him attached according to law, and pay the money arising from such sale to the plaintiffs towards satisfying this judgment, and that he also return an account of the sale to court.

Here follows a copy of the execution and sheriff's return thereon, which issued on the foregoing judgment.

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, joint obligor with Thomas Hudgins and Wm. Tod, in your bailiwick, you cause to be made fifty-five dollars and eighty cents, with interest at 6 per cent. from the 13th day of September, 1838, till paid, which William Shultice and Samuel Diggs, ex'ors of Charles Atkinson, dec'd, who sue for the benefit and at the costs of Larkin Litchfield, guard. of the orphans of Charles Atkinson, dec'd, late in our circuit superior court of law and chancery for Mathews county, have recovered against him for debt; also nine dollars and 58 cents, which to the said Wm. Shultice and Sam'l Diggs, ex'ors as aforesaid, who sue as aforesaid in the same court, were adjudged for their costs by them about their suit in this behalf expended—whereof the said Jno. L. Hudgins, joint obligor as aforesaid, is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Shultice and Diggs, ex'ors as aforesaid, who sue as aforesaid, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 6th day of April, 1844, and in the 68th year of the Commonwealth.

SHEPARD G. MILLER.

Divided Suit.—Should the debt, and interest, and costs be made on an ex'on which issued against Thomas Hudgins, co-ob. of this def't, for the within debt, then the sheriff will make the costs of this ex'on only.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—No estate found to satisfy this ex'on.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Shff.*

Copies—Teste:

SHEPARD G. MILLER, *C. C.*

The following is a copy of the bond upon which the foregoing judgment was obtained, viz:

$55 80. On the 13th day of September, 1838, we bind ourselves,

our heirs, &c., to pay Wm. Shultice and S. Diggs, ex'ors of C. Atkinson, dec'd, the sum of fifty-five $\frac{80}{100}$ dollars, for value received. Witness our hands and seals, this 23d March, 1838.

TH. HUDGINS, [SEAL.]
WM. TOD, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Teste: S. G. MILLER,
E. BARNUM as to JNO. L. HUDGINS.

Assignment of said bond made on the back of the same, viz:

W. SHULTICE,
SAM. DIGGS,
Ex'ors of C. Atkinson, dec'd.

Copies.—Teste:

SHEPARD G. MILLER, *C. C.*

"G G."

In the Circuit Superior Court of Law and Chancery for the county of Mathews, April term, 1844.

WILLIAM SHULTICE AND SAMUEL DIGGS, ex'ors of Charles Atkinson, dec'd, who sue for the benefit and at the costs of Larkin Litchfield, guardian of the orphans of Charles Atkinson, dec'd, plts., against JOHN L. HUDGINS, joint obligor with Thomas Hudgins and William Tod, def'ts. } In Debt.

This day came the plaintiffs, by their attorney, and the defendant being again solemnly called came not; therefore it is considered by the court that the plaintiffs recover against the defendant fifty-five dollars and eighty cents; the debt in the declaration mentioned, with interest thereon, to be computed after the rate of six per centum per annum from the 13th day of March, 1838, till paid, and their costs by them about their suit in this behalf expended; and the said defendant in mercy, &c. And it is ordered that the sheriff make sale of the 20 cedar posts by him attached according to law, and pay the money arising from such *seal* to the plaintiffs towards satisfying this judgment, and that he return an account of the sale to the court.

Here follows a copy of the execution and sheriff's return thereon.

The Commonwealth of Virginia, to the Sheriff of Mathews county, greeting:

We command you, that of the goods and chattels of John L. Hudgins, joint obligor with Thomas Hudgins and William Tod, in your bailiwick, you cause to be made fifty-five dollars and eighty cents, with int. at 6 per cent. from 13th day of March, 1838, till paid, which

William Shultice and Samuel Diggs, ex'ors of Charles Atkinson, dec'd, who sue for the benefit and at the costs of Larkin Litchfield, guardian of the orphans of Charles Atkinson, dec'd, late in our circuit superior court of law and chancery for Mathews county, hath recovered against him for debt; also nine dollars and 58 cents, which to the said Shultice and Diggs, ex'ors as aforesaid, who sue for Larkin Litchfield, guard. as aforesaid in the same court, were adjudged for their costs by them about their suit in that behalf expended—whereof the said John L. Hudgins, joint obligor as aforesaid, is convict, as appears to us of record; and that you have the same before the judge of our said court, at the court-house of our said county of Mathews, on the first Monday in July next, to render to the said Shultice and Diggs, ex'ors as aforesaid, who sue for Larkin Litchfield, guard. as aforesaid, of the debt and costs aforesaid; and have then there this writ.

Witness Shepard G. Miller, clerk of our said court, the 6th day of April, 1844, and in the 68th year of the Commonwealth.

SHEPARD G. MILLER.

Divided Suit.—Should the debt, interest, and costs be made on an ex'on which issued against Thomas Hudgins, co-ob. of the within def'ts, for the within debt and int., then the sheriff will make the costs of this ex'on only.

Teste: SHEPARD G. MILLER, *C. C.*

Sheriff's Return.—No estate found to satisfy this ex'on.

JNO. BOHANNON, *D. S.*
For EDM'D JONES, *Sh'ff.*

The following is a copy of the bond upon which the foregoing judgment was obtained:

$55 $\frac{80}{100}$. On the 13th day of March, 1838, we bind ourselves, our heirs, &c., to pay W. Shultice and S. Diggs, ex'ors of C. Atkinson, dec'd, the sum of fifty-five dollars 80 c'ts, for value received. Witness our hands and seals, this 23d day of March, 1838.

TH. HUDGINS, [SEAL.]
WM. TOD, [SEAL.]
JOHN L. HUDGINS. [SEAL.]

Teste: S. G. MILLER,
E. BARNUM as to JNO. L. HUDGINS.

The foregoing assignment is made on the back of the said bond, viz:

W. SHULTICE,
SAM'L DIGGS,
Ex'ors of C. Atkinson, dec'd.

Nov. 25, 1840.

Copies.—Teste:

SHEPARD G. MILLER, *C. C.*

The following are copies of affidavits, &c., filed in this cause on behalf of the plaintiff, to wit:

VIRGINIA, *Mathews county sc:*

This day John D. McGill, attorney, personally appeared before me, a justice of the peace in and for the county aforesaid, and made oath that on the 14th day of the present month he made, at Gloucester C. H., an arrangement with John W. Jarvis, esq., by which it was agreed that Mr. Jarvis should cause the necessary notices to be served for taking at this place, on this day, the depositions of sundry witnesses for the plaintiff, to be read as evidence in the several causes now pending before circuit court of the United States for the eastern district of Virginia, between Edmund Christian, general assignee in bankruptcy in said district and assignee in bankruptcy of John L. Hudgins, complainant, and Houlder Hudgins, se'or, John L. Hudgins, Robert Hudgins, E. W. Hudgins, and A. G. Hudgins, defendants.

That this affiant travelled to this place, on this day, for the purpose of attending the taking of said depositions, and on his arrival found that Mr. Jarvis had caused the notices to be served, but had committed an error in drawing them, so that they apprized the defendant that depositions would be taken on Friday, the 25th April, 1846. There being no such day, this affiant advised that the ambiguity would be fatal to the notice. That, in conjunction with Mr. Jarvis, this affiant proposed to John T. Seawell, esq., to waive the objection and permit the depositions to be taken on this day or to-morrow, Mr. Seawell appearing as counsel for all the defendants; that Mr. Seawell declined acceding to this proposition; and that in the opinion of this affiant due notices could not now be given and returned to this place, so as to take the depositions in time to have them in Richmond by the commencement of May term next. This affiant further made oath, that he has conversed with some of the witnesses, and seen depositions given by others in another cause in relation to the same points which are at issue in these suits, and from the information thus obtained, he considers the testimony of the witnesses whose depositions were intended to be taken very material for the plaintiff in the above causes, and indispensable to a fair hearing and decision thereof. Sworn to before me, this 24th day of April, 1846.

W. M. BROMLEY, *J. P.* [SEAL.]

VIRGINIA, *Mathews county, sc:*

This day Elijah Barnum, a member of the mercantile firm of Jarvis & Barnum, creditors of John L. Hudgins, a bankrupt, appeared before me, a justice of the peace in and for the county and State aforesaid, and made oath, that having relied upon John W. Jarvis, esq., as attorney, to prepare the notices for taking depositions in the several suits now pending before the circuit court of the United States for the eastern district of Virginia, between Edmund Christian, general assignee in bankruptcy in said district and assignee in bankruptcy of

John L. Hudgins, plaintiff, and Houlder Hudgins, sen'r, and John L. Hudgins, defendants; the same plaintiff and Robert Hudgins, E. W. Hudgins, John L. Hudgins, and A. G. Hudgins, defendants; and the same plaintiff, and W. Hudgins, and John L. Hudgins, defendants. That being informed by the said attorney that such notices had been prepared and delivered to the sheriffs of the several counties in which the said defendants resided, appointing this day as the time, and Mathews C. H. as the place, for taking said depositions, the affiant had caused several witnesses whose testimony is material for the plaintiffs in the trial of said causes, to convene at Mathews C. H. on this day, and that affiant was prepared to have the said depositions taken, but that late in the morning of this day the said John W. Jarvis informed this affiant that the notices had been returned to him with an affidavit of their service, and that he had, since their return, ascertained that such notices were accidentally prepared for Friday, the 25th of April, 1846; that Friday being in fact the 24th, and not the 25th April, this respondent was advised by his counsel that the notice was insufficient as appointing an impossible day. That this affiant then requested his counsel, J. W. Jarvis, who is also counsel for the assignee, to propose to John T. Seawell, esq., who was counsel for all of the said defendants, (none of whom were present,) that objection to the notice should be waived and the depositions taken either on this day or on to-morrow; but that the said Seawell positively refused, as this respondent is informed by his counsel, to waive the objection. This affiant further made oath, that it is now impossible for him to cause the notices to be prepared and served and returned to this place, by a day sufficiently early to admit of the depositions being taken and transmitted to Richmond, before the session of the court for its May term next. Sworn to before me, this 24th day of April, 1846.

W. M. BROMLEY, *J. P.* [SEAL.]

In the Circuit Court of the United States for the eastern district of Virginia.

EDMUND CHRISTIAN, ass'ee in bankruptcy of John L. Hudgins,
vs.
JOHN L., ALBERT G., ELLIOTT W., AND ROBERT HUDGINS.

SAME
vs.
JOHN L. AND ELLIOTT W. HUDGINS.

SAME
vs.
JOHN L. AND HOULD. HUDGINS, sen'r.

VIRGINIA, *Mathews county, sct:*

This day John W. Jarvis personally appeared before me, William M. Bromley, one of the Commonwealth's justices of the peace for the

county and State aforesaid, and made oath in solemn form on the Holy Bible, that he was employed by Elijah Barnum, one of the firm of Jarvis & Barnum, and several other creditors of John L. Hudgins, to resist the said Hudgins's application to be declared a bankrupt according to a law of the United States establishing a uniform system of bankruptcy throughout the United States, and that this affiant attended to the taking of the evidence before the commiss. of the general court, and also to the proof of the claims of several of the creditors before the commissioner. That afterwards, Edmund Christian, assignee in bankruptcy of John L. Hudgins, instituted suits in the circuit court of the United States for the eastern district of Virginia, at Richmond, to set aside the conveyances which had been made by the said Jno. L. to his brother Houlder and Robert Hudgins, and also to his son, Elliott W., and counsel was employed in the city of Richmond to prosecute the said suits, who your affiant believed would take all the preparatory steps for taking the evidence, and do whatever was necessary for perfecting the said cases for a final hearing. This affiant, however, in the month of February last, was informed by Mr. Patton that Edmund Christian, the assignee, relied on him to attend to the taking of the evidence.

From the time this affiant was informed that he was relied on to take the deposition, up to the time of his giving the notices hereafter referred to, he was engaged professionally and otherwise, so that it was impracticable for him to attend to it before the time stated in the notices, which are here filed with this affidavit, marked A, B, and C.

At the Gloucester circuit superior court of L. and chancery, which took place on the 14th day of April, 1846, your affiant consulted with Mr. McGill, who is the counsel for many of the creditors of John L. Hudgins, and it was arranged between them that they would attend at Mathews court-house on this day and proceed to take the depositions, believing there would be sufficient time to take all the evidence in the three cases before referred to, so as to have the cases ready for a final hearing. Your affiant further states, that on the same day he made the arrangement with Mr. McGill, he left Gloucester C. house on his way to Williamsburg, and stayed all night at the house of Mr. Shepard, and on the next morning before leaving, and while writing the notices to Robert, Elliott, and Albert G. Hudgins, he requested Mr. Shepard to give him an almanac, to ascertain on what day of the month Friday, this day, would fall, and he handed to this affiant an almanac from which this affiant filled up the dates in the notices, and proceeded on his way to Williamsburg, and at York engaged an agent to proceed to Elizabeth City county and serve the notices, which were served, and returned to him the succeeding Saturday, on his way home.

Upon your affiant's arriving at home he copied the same notices, and appointing the same time and place, and caused them to be served on Houlder Hudgins and John L. Hudgins, as will be seen by the notices before referred to. Your affiant believes the mistake in the date of the notices was made by an almanac of the previous year being handed to him by Mr. Shepard, for he cannot conceive how the mis-

take could otherwise have occurred, as he distinctly recollects having taken the date from an almanac; nor did your affiant perceive that the mistake had been made in the notices until this day, after several of the witnesses, whom your affiant had caused to be assembled at this place for the purpose of taking their depositions, together with a magistrate and Mr. McGill, who was to assist him in taking the depositions, had assembled. After the discovery was made, this affiant, with Mr. McGill, informed Mr. Jno. T. Seawell, counsel for the defendants, who was present for the purpose of attending to the taking of the depositions for them, and asked him if he would consent to the taking of the depositions; he replied, the mistake in the notices had been observed by him and his client, and that he had advised Elliott W. Hudgins, who carried the notices to him. it would be better to consent to the taking of the depositions, but that he had declined doing so, and he did not feel authorized to do it. Your affiant, on consulting with McGill, finding it too late to give notice to all the parties to take the depositions before the sitting of the court, determined to make a statement of the facts, and submit them as the ground of a continuance of the said cases at the approaching term.

This affiant deems it pertinent also to state, that he has had an opportunity of examining most of the witnesses on the points involved in these suits, and in an injunction suit obtained by Houlder Hudgins in the circuit sup'r court of law and chancery for the county of Mathews, and again in the application of Jno. L. Hudgins to be discharged as a bankrupt in the federal courts; and he considers the evidence of the witnesses intended to be taken, under the notices before referred to, of infinite importance to the plaintiff in the trial of these cases, and his opinion is corroborated by the opinion which was delivered by the judge in decision of the injunction suit of Houlder Hudgins, before referred to.

J. W. JARVIS.

MATHEWS COUNTY, *to wit:*

This day John W. Jarvis personally appeared before me, and made oath that the foregoing affidavit contains the truth. Given under my hand and seal, this 24th day of April, 1846.

W. M. BROWNLEY, *J. P.* [SEAL.]

The following is a copy of notice "A," referred to in the above affidavit, to wit:

To JOHN L. HUDGINS, ROBERT HUDGINS, ELLIOTT W. HUDGINS, AND ALBERT G. HUDGINS.

You will be pleased to take notice that I shall, on Friday, the 25th day of the present month, April, 1846, between the hours of sunrise and sunset, at the tavern of John H. Diggs, at Mathews court-house, State of Virginia, take the depositions of John Bohannon, Edward Bohannon, Edmund Jones, John H. Diggs, Alexander James, Robert Mathews,

Shepard G. Miller, and others, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which you are the defendants, and I, as the general assignee in bankruptcy in the said district, and as assignee in bankruptcy of John L. Hudgins, a bankrupt, am the plaintiff; and if the said depositions should not be taken or completed on the day aforesaid, they will be continued until the next succeeding day thereafter, between the hours aforesaid, and so on from day to day, Sunday excepted, until they are completed; when and where you may attend if you think proper.

Yours, &c.,

EDMUND CHRISTIAN,
General assignee in bankruptcy for the Circuit Court of the U. States, and assignee in bankruptcy of John L. Hudgins.

YORK COUNTY, *to wit:*

This day Stafford G. Cooke, deputy sheriff of York county, personally appeared before me, Thomas C. Russell, a justice of the peace of said county, and made oath that he has this day delivered to Robert Hudgins and Albert G. Hudgins, on their premises, or the premises occupied by them, a correct copy of the above notice; and also that he delivered to Elliott W. Hudgins, on the same day, a correct copy of the notice aforesaid, on the main road, nearly opposite the said Elliott W. Hudgins's residence, in the presence of Edward S. Russell and John K. Dillard.

Given under my hand and seal this 16th day of April, 1846.

T. C. RUSSELL, *J. P.* [SEAL.]

VIRGINIA, *Mathews County, to wit:*

This Lemuel James personally appeared before me, Thos. James, one of the Commonwealth's justices of the peace for the county aforesaid, and made oath that he delivered a true copy of the within notice to John L. Hudgins, at Parke Richardson's store, about three miles from Mathews Ct.-house, on Wednesday, 22d day of the present month.

Given under my hand and seal, at Mathews Ct.-house, this 24th day of April, 1846.

THOS. JAMES, *J. P.* [SEAL.]

The following is a copy of the notice "B," referred to in the foregoing affidavit, to wit:

To JOHN L. HUDGINS and HOULDER HUDGINS, sen'r:

You will be pleased to take notice that I shall, on Friday, the 25th day of the present month, (April, 1846,) between the hours of sunrise and sunset, at the tavern of John H. Diggs, at Mathews Ct.-house, State of Virginia, take the depositions of John Bohannon, Edmund

Bohannon, Edmund Jones, John H. Diggs, Alexander James, Robert Mathews, Shepard G. Miller, William H. Ray, and others, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which you are the defendants, and I, as the general assignee in bankruptcy in the said district, and as assignee in bankruptcy of John L. Hudgins, a bankrupt, am the plaintiff; and if the said depositions should not be taken or completed on the day aforesaid, they will be continued until the next succeeding day thereafter, between the hours aforesaid, and so on from day to day, Sundays excepted, until they are completed; when and where you may attend if you think proper.

Yours, &c.,

EDMUND CHRISTIAN,

General assignee in bankruptcy for the Circuit Court of the U. States for the Eastern District of Virginia, and assignee in bankruptcy of John L. Hudgins.

VIRGINIA, *Mathews County, to wit:*

This day Lemuel James personally appeared before me, Thos. James, one of the Commonwealth's justices of the peace for the county and State aforesaid, and made oath, that on the 22d day of the present month he delivered to John L. Hudgins a true copy of the within notice, at Parke Richardson's store, about 3 miles from Mathews Ct.-house; also to Houlder Hudgins a true copy of the within notice, on the same day, between Hook and Parker Richardson's store, on the public road, not more than 3½ miles from Mathews Ct.-house.

Given under my hand and seal this 24th day of April, 1846.

THOS. JAMES, *J. P.* [SEAL.]

The following is a copy of notice "C," referred to in the foregoing affidavit:

TO JOHN L. HUDGINS and ELLIOTT W. HUDGINS:

You will be pleased to take notice that I shall, on Friday, the 25th day of the present month, (April, 1846,) between the hours of sunrise and sunset, at the tavern of John H. Diggs, at Mathews Ct.-house, State of Virginia, take the deposition of John Bohannon, Edmund Bohannon, Edmund Jones, John H. Diggs, Alexander James, Robert Mathews, Shepard G. Miller, and others, to be read in evidence in a suit now depending in the circuit court of the United States for the eastern district of Virginia, in which you are the defendants, and I, as the general assignee in bankruptcy in the said district, and assignee in bankruptcy of John L. Hudgins, a bankrupt, am the plaintiff; and if the said depositions should not be taken or completed on the day aforesaid, they will be continued until the next succeeding day thereafter, between the hours aforesaid, and so on from day to day, Sundays

excepted, until they are completed; when and where you may attend if you think proper.

Yours, &c.,

EDMUND CHRISTIAN,

General assignee in bankruptcy for the Circuit Court of the U. States, and assignee in bankruptcy of John L. Hudgins.

YORK COUNTY, *to wit:*

This day Stafford G. Cooke, deputy sheriff of York county, personally appeared before me, Thomas C. Russell, a justice of the peace of the county aforesaid, and made oath, that he has this day delivered to the within named Elliott W. Hudgins a correct copy of the within notice, on the main road, nearly opposite to said Elliott W. Hudgins's residence, in the presence of Edward S. Russell and John K. Dillard.

Given under my hand and seal this 16th day of April, 1846.

T. C. RUSSELL, *J. P.* [SEAL.]

VIRGINIA, *Mathews County, to wit:*

This day Lemuel James personally appeared before me, Thomas James, one of the Commonwealth's justices of the peace for the county aforesaid, and made oath that he delivered to John L. Hudgins a true copy of the within notice, on the 22d day of April, (the present month,) at Parke Richardson's store, in this county, about 3 miles from Mathews Ct.-house.

Given under my hand and seal, at Mathews Ct.-house, this 24th day of April, 1846.

THOS. JAMES, *J. P.* [SEAL.]

"Objections to taking depositions for want of proper notice."

The depositions of *Robert Sheild* and *George W. Bray*, witnesses of lawful age, taken on the 3d day of May, 1849, between the hours of nine o'clock in the forenoon and sunset of that day, at the tavern of James Jennings, in the town of York, in the State of Virginia, pursuant to notice hereto annexed, before William Howard, a justice of the peace of York county, in the State aforesaid; which deposition is to be used in evidence on the behalf of the plaintiff in a certain suit in the circuit court of the United States for the fourth circuit and eastern district of Virginia, in which Edmund Christian, assignee of John L. Hudgins in bankruptcy, is plaintiff, and Elliott W. Hudgins and John L. Hudgins are defendants.

The deponent being first duly sworn on the Holy Evangelists of Almighty God the truth to speak, deposes as follows:

1 interrogatory propounded by Windham Kemp, counsel of the plaintiff, Edmund Christian. Will you state whether or not you are

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acquainted with the tract or parcel of land in the county of York conveyed by John L. Hudgins to Elliott W. Hudgins, by deed dated the 1st of March, 1842, and admitted to record in the county court of York on the 27th day of July, 1842; if so, will you state what you consider the annual value or rent of the said land from the 27th day of July, 1842, to the 23d day of February, 1843; and from the 23d day of July, 1843, to the time at which possession of the said land was delivered to the plaintiff?

Answer. I am pretty well acquainted with the land, and think the annual value of the land to be one hundred and twenty-five dollars up to that time—that is, to the 23d of February, 1843; and I think the annual value since that time to be the same; and further this deponent saith not.

RO. SHEILD.

George W. Bray, being first duly sworn on the Holy Evangelists of Almighty God the truth to speak, deposes as follows:

1 interrogatory propounded by Wyndham Kemp, counsel of the plaintiff, Edmund Christian. Will you state whether you are acquainted with the tract of land in York county conveyed by John L. Hudgins to Elliott W. Hudgins, by deed dated the 1st of March, 1842, and admitted to record in the county court of York county on the 27th day of July, 1842; if so, will you state the annual profits of the said land from the said 27th day of July, 1842, to the 23d day of February, 1843; and from the 23d day of February, 1843, to the date at which the possession of said land was delivered to the plaintiff; and state, if you please, the fair annual rent or value of the said land.

Answer. I was overseer upon the land four years up to 1841; and I consider the said land was capable of producing two hundred and fifty barrels of corn a year, and from eight hundred to a thousand bushels of oats. I think the annual value of the farm to be one hundred and twenty or twenty-five dollars up to the 23d of February, 1843. I don't know anything about the value of the land since I left; but if it has been kept in the same order, the annual value since that time ought to be same.

2nd interrogatory propounded by the same counsel. Will you state as nearly as you can the number and value of the negro slaves which were upon the said land when you resided on it; state, if you can, the number and value of the slaves which were in the possession of Elliott W. Hudgins on the 23d of February, 1843, and since that time, which formerly belonged to his father John L. Hudgins; and if any of them have been sold, state if you know by whom they were sold.

Answer. There were twelve grown negro slaves and some three or four children when I resided upon the land; and I consider the value of said slaves to be three hundred dollars apiece; and when I left there I left all the negroes in the possession of Mr. Elliott W. Hudgins. I do not know if any of them have been sold. And further this deponent saith not.

GEORGE W. BRAY.

VIRGINIA, *York county, set.*

I, William Howard, do certify that I am a justice of the peace in and for the county of York and State of Virginia, and that the foregoing depositions were this day taken, subscribed, and sworn to before me, at the place and between the hours mentioned in the caption hereof, in pursuance of the notice hereto annexed, in the presence of Wyndham Kemp, counsel for the plaintiff, Edmund Christian, and of Elliott W. Hudgins, in person.

Witness my hand and seal this 3d day of May, 1849.

WILLIAM HOWARD, *J. P.* [L. S.]

The defendant, Elliott W. Hudgins, appeared in person, and asked a continuance until to-morrow for counsel; and this deposition was signed at 5 o'clock of the day on which it was taken.

WILLIAM HOWARD.

The following is a copy of the deposition of *Henry More*, filed in this cause and opened in court, on the 16th of May, 1850:

The deposition of Henry More, a witness of lawful age, taken at the tavern-house of Allen Chapman, in the town of York, *of* Saturday, the 27th day of April, 1850, in pursuance of the notices hereto annexed, and of adjournment from yesterday, the 26th instant; which deposition, taken between the hours of ten o'clock in the forenoon and six o'clock in the afternoon of this day, before me, William Howard, a justice of the peace in and for the county of York and State of Virginia, is to be read in evidence in a certain suit depending in the circuit court of the United States for the 4th circuit and eastern district of Virginia, at Richmond, in which Edmund Christian, assignee in bankruptcy of John L. Hudgins, is plaintiff, and Elliott W. Hudgins and said John L. Hudgins are defendants.

The deponent, being first duly sworn, deposes and says:

1 interrogatory by Wyndham Kemp, counsel of the said plaintiff. Will you state whether or not you are acquainted with the negro slaves which were in the possession of Elliott W. and John L. Hudgins, or either of them, on the tract of land in York county called "Coleman's," on or about the 23d of February, 1843; and if so, will you state the number, ages, and sexes, as nearly as you can, and their value at that time respectively?

Answer. In 1843 there were some servants on the farm, but whether they belonged to Mr. Elliott W. Hudgins, or Mr. John L. Hudgins, I do not know, nor do I know how many there were. I know one by the name of Jack, Toney, Ralph, since dead, Robin, Betsy, Armistead, and Richard; I suppose Jack is now sixty years of age, Toney between fifty and sixty; Robin is very old and afflicted, and therefore worthless; Betsy about sixty; Armistead forty or forty-five, and Richard about thirty or thirty-five; I don't think the whole of them were worth more than one thousand dollars.

2 interrogatory by the same. Will you state in whose possession the said slaves are at this time, and if any of them have been sold, or otherwise disposed of, state by whom they have been sold or disposed of.

Answer. The said slaves are still on the farm in Mr. Elliott W. Hudgins's possession.

Cross-interrogatories by Lemuel J. Bowden, counsel for def't, Elliott W. Hudgins.

1st cross-interrogatory. Did you ever know any of said slaves to be in the possession of any other person than Elliott W. Hudgins since you have known them?

Answer. No, sir. Him and his overseer have always had them in possession.

2 cross-in. How long have you known said slaves to be in said Elliott W. Hudgins's possession?

Answer. I think Mr. Hudgins has been in the county some fifteen or sixteen years, and has had said slaves in his possession during that time.

3d. Has John L. Hudgins ever resided at said farm called "Coleman's," so far as you know, or do you know of his ever having any right in or to said slaves?

Answer. No, he has never lived there; he has only visited there occasionally. I do not know of his having any right in or to said slaves; they always were said to be Mr. E. W. Hudgins's.

And further this deponent saith not.

his
HENRY ⋈ MOORE.
mark.

I, William Howard, do certify that I am a justice of the peace in and for the county of York, in the State of Virginia, and that the foregoing deposition was this day taken, subscribed, and sworn to, before me, this 27th day of April, 1850, in the presence of Wyndham Kemp, counsel for the plaintiff, and the defendant, E. W. Hudgins, and L. J. Bowden, his counsel.

Witness my hand and seal the day and year first herein written.

WILLIAM HOWARD, *J. P.* [SEAL.]

The following is a copy of the deposition of Albert G. Hudgins, &c., filed in this cause, read on behalf of the defendants, and opened in court on 29th Nov., 1845.

The deposition of *Albert G. Hudgins* and *John H. Winder*, taken before me, James M. Vaughan, a justice of the peace in and for the county of Elizabeth city, in the State of Virginia, agreeable to notice duly given to take the evidence of the said Albert G. Hudgins, and others, on the 18th day of November, in the year 1845, at the house of the said Albert G. Hudgins, in the county of Elizabeth City aforesaid, to be read in a cause now depending and undetermined in the

circuit court of the United States, held in Richmond, between Edmund Christian, assignee of bankruptcy for the eastern district of Virginia, and assignee of John L. Hudgins, plaintiff, and Elliott W. Hudgins, defendant; the said deponents being first duly sworn, on the said 18th day of November, 1845, at the house of the said Albert G. Hudgins, between tne hours of one and two o'clock p. m., deposed, &c., as follows, to wit:

Question by Elliott W. Hudgins to A. G. Hudgins. Do you know that the handwriting affixed to the receipt now exhibited, purporting to be from John L. Hudgins to Elliott W. Hudgins for $3,000 dollars, for payment and purchase-money for 700 acres of land in 1842, lying in York county, *his* the handwriting of the said John L. Hudgins?

Answer. I do, because I have seen his handwriting frequently.

Question by the same. Do you know wheather the *whold*, or any part, of the said three thousand dollars, above referred to, have been paid by Elliott W. Hudgins, or by any one on his behalf; if you do, please to say how much.

Answer by the same. Elliott W. Hudgins paid to me, for John L. Hudgins, nine hundred and twelve dollars, in March, 1842, and also a further sum of eleven hundred and, I think, seventy-five dollars, on or about April, 1843, for said John L. Hudgins. And further this deponent saith not.

A. G. HUDGINS.

Question by the defendant, Elliott W. Hudgins to John H. Winder. Do you know the handwriting affixed to the receipt said to be from John L. Hudgins to Elliott W. Hudgins, for $3,000 dollars, said for the purchase of 700 acres of land, and lies in York county, and which said receipt is now before you?

Answer. I do. I have the handwriting Mr. Jno. L. Hudgins now in my possession, and frequently seen his handwriting to receipts and letters, and I believe his handwriting to the receipt specified herein is the handwriting of Mr. Jno. L. Hudgins. And further this deponent saith not.

J. H. WINDER.

ELIZABETH CITY COUNTY, *to wit:*

Personally appeared before me, a justice of the peace for the county aforesaid, Albert G. Hudgins and John H. Winder, and, being first sworn, made oath that the above depositions *sign* by them are true. Given under my hand this 18th day of November, 1845.

JAMES M. VAUGHAN, *J. P.*

This deposition is excepted because taken without due and sufficient notice, and because not taken in conformity with the rules of the United States courts and the laws of Congress.

E. CHRISTIAN,
By his Counsel.

The following is a copy of the deposition of A. G. Hudgins and *John H. Winder*, taken *of* behalf of the defendants, and opened in court on the 4th of May, 1846:

To Edmund Christian, Marshal of the eastern district of Virginia, and assignee in bankruptcy:

Take notice, that on Wednesday, the 18th day of February, 1846, I shall proceed to take the deposition of Albert S. Hudgins and others, of Elizabeth City county, at his residence in Elizabeth City county, to be read as evidence in a suit depending in the circuit superior court of the United States for the eastern district of Virginia, in which you are plaintiff, and I and others are defendants; and if from any cause the said depositions are not taken on that day, they will be taken at the same place on the succeeding day, and continued from day to day until they are completed.

February 13, 1846. ELLIOTT W. HUDGINS,
By his Attorney.

CITY OF RICHMOND, *to wit:*

This day personally appeared before me, a justice of the peace in and for the city of Richmond, E. Y. Cannon, and made oath that he delivered to Edmund Christian a true copy of the within notice on this day.

Given under my hand and seal, this 14th day of February, 1846.

GEO. P. CRUMP. [SEAL.]

The deposition of *Albert G. Hudgins*, taken before me, James M. Vaughan, a justice of the peace in and for the county of Elizabeth City, State of Virginia, at the house of Albert G. Hudgins, in the said county and State, between the hours of sun-rising and of the sun-setting, on the 18th day of February, 1846, pursuant to notice duly given to, and duly served on Edmund Christian, marshal of the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, and which is herewith annexed and returned, to be read in evidence in a cause now depending and undetermined in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, marshal of the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, is plaintiff, and Elliott W. Hudgins and others are defendants; and the said Albert G. Hudgins having been first duly sworn on the Holy Evangelist of Almighty God, deposeth and saith as follows, to wit:

Question 1st by the defendant, Elliott W. Hudgins, to Albert G. Hudgins. Do you or do you not know of moneys which were paid to you by me for my father, John L. Hudgins?

Answer. Elliott W. Hudgins paid me for John L. Hudgins between two thousand and two thousand one hundred dollars in the year 1842 and 1843.

Question 2d by the same defendant, Elliott W. Hudgins, to Albert G. Hudgins. Do you know the handwriting of John L. Hudgins?

Answer. I do.

Question 3d by the same defendant, Elliott W. Hudgins, to Albert G. Hudgins. Do you believe the signature to the receipt now before you, bearing date the 11th day of April, 1843, to be in the handwriting of John L. Hudgins?

Answer. I *kno* the handwriting of Jno. L. Hudgins as well as my own, and believe the signature referred to to be his.

And further this deponent sayeth not.

A. G. HUDGINS.

ELIZABETH CITY COUNTY, *to wit:*

I hereby certify, that the above deposition of Albert G. Hudgins was taken before me, in accordance with the statement signed by me as a justice of the peace in and for the county above named.

In witness whereof, I have set my hand and seal, this 18th day of February, 1846.

JAMES M. VAUGHAN, *J. P.* [SEAL.]

The deposition of *John H. Winder*, taken before me, James M. Vaughan, a justice of the peace in and for the county of Elizabeth City, and State of Virginia, at the house of Albert G. Hudgins, in the said county and State, between the hours of sun-rising and of the sun-setting, on the 18th of February, 1846, pursuant to notice duly given to and duly served on Edmund Christian, marshal of the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins; and which is herewith annexed and returned, to be read as evidence in a cause now pending and undetermined in the circuit court of the United States for the eastern district of Virginia, in which the said Edmund Christian, marshal of the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, is plaintiff, and Elliott W. Hudgins and others are defendants; and the said John H. Winder having been first sworn on the Holy Evangelists of Almighty God, deposeth and saith as follows, to wit:

Question 1st by Elliott W. Hudgins, the defendant, to John H. Winder. Are you well acquainted with the handwriting of John L. Hudgins?

Answer. I am; I have now the handwriting of Mr. Jno. L. Hudgins in my possession, and have frequently seen him write and sign his name.

Question 2d by Elliott W. Hudgins, the defendant, to John H. Winder. Do you believe the signature of John L. Hudgins now before you, to a receipt bearing date the 11th day of April, 1843, for the sum of three thousand dollars, to be the handwriting of John L. Hudgins?

Answer. I do.

And further this deponent sayeth not. J. H. WINDER.

ELIZABETH CITY COUNTY, *to wit*:

I hereby certify, that the above deposition of John H. Winder was taken before me, in accordance with the statement signed by me as a justice of the peace in and for the county above named.

In witness whereof, I have set my hand and seal, this 18th day of February, 1846.

JAMES M. VAUGHAN, *J. P.* [SEAL.]

4th May, 1846.—The reading of these depositions are excepted to, for want of sufficient notice.

JNO. M. PATTON, *p. q.*

The following is a copy of the deposition of John H. Diggs and others, filed in this cause on behalf of the def'ts, and opened in court on the 26th Nov., 1849:

The deposition of *John H. Diggs* and others, of lawful age, taken on behalf of Elliott W. Hudgins and others, at the court-house of Mathews county, on the 8th day of October, 1849.

1st interrogatory by defendants' counsel. Were you or not one of the trustees in a deed of trust from Colo. Thomas Hudgins to certain of s'd Hudgins's creditors dated day of , 1842?

Answer. I can only say, in reply to the interrogatory, that the deed recorded in the office will show.

2nd interrogatory by same. Do you or not know what has become of the property conveyed by said deed; if yea, please state?

Answer. Paid the debts spoken of in the deed, so far as received.

3rd interrog. by same. Will you state how the landed estate, situated in the State of Alabama, conveyed by said deed of trust, was disposed of?

Answer. I don't know anything about the matter.

Continued until to-morrow, at the same time and place, the present witness not concluding his deposition, Octo. 8th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, for John H. Diggs and other witnesses, October 9th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the def'ts counsel, Octo. 10th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, Octo. 11th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, October 12th, 1849.

W. G. LANE, *J. P.*

Continued until 15th Octo., 1849, 14th being Sunday, at request of def'ts counsel, 13th October, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, Octo'r 15th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, October 16th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, October 17th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, Octo'r 18th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, Octo. 19th, 1849.

W. G. LANE, *J. P.*

Continued until 22d Octo'r, 1849, 21st being Sunday, at the request of the defendant's counsel, Octo'r 20th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, October 22d, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, October 23d, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, Octo'r 24th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, Octo. 25th, 1849.

W. G. LANE, *J. P.*

Continued until to-morrow, at the request of the defendants' counsel, October 26th, 1849.

W. G. LANE, *J. P.*

Continued until the 29th Oct'r, 1849, 28th being Sunday, at the request of defendants' counsel, Octo. 27th, 1849.

W. G. LANE, *J. P.*

Here commences the deposition of *John Bohannon, jr.*, taken at the same place as the foregoing, on the 9th day of October, pursuant to adjournment on yesterday, the 8th, who being first duly sworn deposeth and saith, in answer to the following questions:

1st question by the plaintiff's counsel. Were you one of the trustees in the deed from Col. Thomas Hudgins to certain of his creditors, dated 6th May, 1842; if you will please state how the landed estate, situated in the State of Alabama, conveyed by said deed of trust, was disposed of?

Answer. I was one of the trustees mentioned in the deed referred to, and I don't believe that the land in Alabama has ever been disposed of; if it has, it's unbeknown to me.

2nd question by same. As one of the trustees for said Hudgins, have you instituted any suit or suits for any of the property or interest conveyed by said deed of trust; and if so, what is the said interest or property sued for, and the condition of said suit at this time?

Answer. We have brought suit against John D. Jarvis for some of the property sold under said deed, and the suit is now pending in the superior court of this county; the amount of the claim against Jarvis, I think, is between four and six hundred dollars.

And further this deponent saith not.

JOHN BOHANNON, JR.

The deposition of *Shepard G. Miller*, taken on behalf of the defendants, at the court-house of Mathews county, on 25th Octo., 1849.

1st interrogatory by defendant's counsel. Were you or not one of the trustees in a deed of trust from Col. Thomas Hudgins, late of the county of Mathews, convey property for the benefit of sundry creditors of said Hudgins, dated the day of , 1842; if yea, will you please state what disposition has been made of said property, and especially of the landed estate situated in the State of Alabama?

Answer. I was one of the trustees named in the deed referred to, together with John H. Diggs and John Bohannon; the property conveyed by said deed, except the Alabama land, was sold by the trustees on the 4th, 5, and 6 days of July, 1842, and the proceeds of sale paid over to the creditors of Thomas Hudgins, according to the provisions of said deed, as will appear from an account between the creditors secured by said deed and the trustees aforesaid, (to be found in the clerk's office of the county court of Mathews.) The property did not sell for enough to pay off the first class of debts secured by said deed. The trustees were requested by counsel representing debts secured by the deed aforesaid, and other creditors, not to sell the land in Alabama, for fear it might be sacrificed, as Thomas Hudgins, the maker of the deed, stated that his son-in-law, Wm. Tod, had sold said land under a power of attorney from said Hudgins to him, previous to the trust-deed.

2d interrog. by same. Has all the proceeds of sales made under said deed been collected, or is there or not any suit instituted for the

purchase at said sales under said deed of trust, now pending, and what is the condition of said suit at this time?

All the proceeds of sale have been collected except $450, or thereabout, due from Mr. John D. Jarvis, for the purchase of the crop of corn growing on the Seaford farm in the year 1842. Soon after the sale, said property under the deed aforesaid, to wit, in the month of September, 1842, the farm conveyed by said deed, and upon which the corn crop grew and was purchased by said Jarvis, was sold under a previous trust-deed from said Thomas Hudgins to James M. Vaughan, and purchased by said Vaughan, who claimed the crop, as he purchased the land. The trustees have instituted suit against Jarvis for the corn, which suit is now depending the circuit superior court of law and chancery for Mathews county, and is now ready for a trial. The trustees have no money in their hands to defray their expenses to Alabama, to sell the land conveyed by said deed, said to be in the State of Alabama, and they do not mean to sell said land, if in fact there is any such land now belonging to said Hudgins, unless it be their duty to do so. And further this deponent saith not.

SHEPARD G. MILLER.

I, William S. Thruston, do certify that I am a justice of the peace in and for the county of Mathews, State of Virginia; and I do further certify, that the foregoing deposition of Shepard G. Miller was taken before me, at the time and place mentioned in said deposition.

Given under my hand and seal, this the 25th day of October, 1849.

WM. S. THRUSTON, *J. P.* [SEAL.]

I, Walter G. Lane, do certify that I am a justice of the peace in and for the county of Mathews, State of Virginia; and I do further certify, that I proceeded on 8th October, 1849, between the hours of sunrise and sunset, at the tavern of John M. Armistead, at the courthouse at Mathews, at Mathews county, to take the depositions of witnesses on behalf of Elliott W. Hudgins and others, in a suit in equity now depending and undetermined, in the circuit court of the United States for the eastern dis. of Virginia, in which Edmund Christian, late marshal of the United States for the eastern district of Virginia, and assignee in bankruptcy of John L. Hudgins, a bankrupt, is plaintiff; and said Elliott W. Hudgins and others are defendants; and I then proceeded to examine John H. Diggs, a witness on behalf of said defendants, and said witness not concluding his deposition, at the request of defendants' counsel, the examination was continued from day to day, as will appear by reference to said deposition. The said John H. Diggs not appearing before me again, the same was never signed. And again, on the 9th October, 1849, I again examined John Bohannon, jr., another witness on behalf of same defendants, as will appear by reference to said deposition. The def'ts desiring to examine Shepard G. Miller, another witness, and said Miller being clerk of the circuit superior court of Mathews, which said court being in session, the

examination of said Miller could not be taken, and therefore the continuances, as will appear endorsed on said depositions; and on the 25th October, it not being convenient for me to remain all the day at said tavern, Wm. S. Thruston, a justice, examined said Shepard G. Miller, whose deposition is herewith returned, with the depositions of John H. Diggs and John Bohannon, jr.; said examination being continued, as will appear by reference to said depositions, until this 29th Octo'r, 1849. And there being no more witnesses to be examined as aforesaid, I close the said examination, and send and certify the same, to the circuit court of the United States for the eastern district of Virginia.

Given under my hand and seal, this 29th day of October, 1849.

W. G. LANE, *J. P.* [SEAL.]

The following is a copy of the deposition of Albert W. Hudgins, filed in this cause on behalf of the defendants, and opened in court on 1st May, 1848:

The deposition of *Albert G. Hudgins*, of lawful age, taken in the town of Hampton, on the 27th day of January, 1848.

The deponent being first duly sworn, deposeth and saith, by way of question and answer:

1st question by the def't, E. W. Hudgins. Are you acquainted with the handwriting of Jno. L. Hudgins, late of Mathews; if yea, state how you became so acquainted, and whether you are familiar with his handwriting?

Answer. I am acquainted with the handwriting of John L. Hudgins, he being my father, and havin seen his handwriting frequently, having frequently seen him write; and, from those facts, are frequently familiar with his handwriting.

2d question by the same. Examine paper dated 11th April, 1843, signed John L. Hudgins, purporting to be a receipt to Elliott W. Hudgins for three thousand dollars, marked "A," and accompanies this deposition, and say whether or not you believe, from your knowledge of the handwriting of the said John L. Hudgins, he signed his own name to the said paper, and whether the said receipt is signed by his genuine signature?

Answer. I have examined said paper referred to, and believe the signature attached thereto to be the true handwriting of Jno. L. Hudgins, and that he signed the said paper with his own proper hand.

3d question by the same. Do you or not know *know* of money being paid by Elliott W. Hudgins for Jno. L. Hudgins; if yea, state the time, the sums, and to whom paid, as near as you can?

Answer. I know that Elliott W. Hudgins did pay money for Jno. L. Hudgins; he paid me between two thousand and two thousand one hundred dollars. This payment was made in 1842 and 1843—that is, there was one payment in 1842, in the spring of that year, and the other was made in the spring of 1843.

4th question by the same. Will you state whether or not John L. Hudgins held and owned a large estate in 1839, and whether he did not continue to hold it till after 1842?

Answer. I think he did; he certainly held a good deal of property in 1839, 1840, and 1841. I am not certain as to the year 1842, on further consideration. His embarrassments commenced in 1842, but he held considerable property that year.

5th question by the same. Did John L. Hudgins sell or dispose of much of his property in 1842, and had it begun to be taken under execution in that year?

Answer. He did sell and dispose of property that year, and executions were levied on some of it that year.

Question by the same. After Jno. L. Hudgins conveyed his land in York county to Elliott W. Hudgins, state as near as you can what estate he retained, real and personal?

Answer. He retained in Mathews the Belle Isle estate of about nine hundred acres of land, worth, as I suppose, nine thousand dollars, after 1839, and the balance of the Coleman's estate, probably fifteen or twenty slaves, after the same time; and the farm was generally stocked with cattle, sheep, and hogs, utensils, household and kitchen furniture; I cannot speak of the value of this personal property; and after 1842 he had no estate left.

7 question by the same. Do you know of any sale of timber from the land of E. W. Hudgins, in York county; if yea, state by whom the sale was made, and the circumstances of the sale?

Answer. I know of no sale of timber from the land of E. W. Hudgins.

The plaintiff, by counsel, reserving all objections and exceptions to the foregoing deposition, and to the reading thereof, and particularly to the taking of the same under the notice above referred to, and to the examination of the said A. G. Hudgins, as a witness, who is one of the defts. in one of the suits in which the said deposition is proposed to be read, proceeds to cross-examine the said witness.

1st. Are you a party defendant in one of the suits referred to in the reading of this deposition?

Ans. I have been summoned to answer as a party to a suit about the Belle Isle estate.

2. What is the age of your brother Elliott?

Answer. I believe he is thirty-nine years old.

3d. In whose handwriting is the body of the receipt about which you have spoken?

Answer. It is in the handwriting of Elliott W. Hudgins, I think.

4. On what account were the payments spoken of by you made by Elliott Hudgins for your father?

Ans. For moneys that I had loaned my father.

5. When were these loans made?

Ans. One of them was made in the winter of 1841; the other was a security debt that I had to pay for my father in 1843, (eighteen hundred and forty-three.)

6. What was the amount of the said loan?

Ans. About twelve hundred dollars.

7. Do you know for what purpose that loan was made?

Ans. I presume it was to pay debts, but what debts I do not know.

8. To whom did you pay the security money spoken of?

Ans. I paid it to the sheriff, I think. I know it was on an execution in favor of Mr. Bromley against my father and me. I may have paid it to Mr. Bromley, but I am sure it was on an execution.

9. Were you security for your father in a forthcoming bond in that case?

Ans. I can't answer exactly, but it appears to me I had to give a forthcoming bond and get a security.

10. Do you know what time in 1843 it was that your brother Elliott paid you the last amount spoken of?

Ans. It was in the spring of the year, at our superior court.

11. Was not this amt. paid to you before you paid the ex'on referred to, and in order to enable you to meet that payment?

Ans. I think it was.

12. Where was your father at that time?

Ans. He was in the county, and at home, I reckon, at that time.

13. Did you give your brother a receipt for this payment?

Ans. No; I did not.

14. Did you give him a receipt for the other payment in 1842?

Ans. No; I did not.

15 qu. At what time does your Matthews supr. court set?

Ans. On the Tuesday after the first Monday in April.

16 qu. Where did your brother reside at that time—that is, in April, 1842?

Ans. In York county. He has resided there ever since 1834.

17 qu. What has been his occupation?

Ans. Farming, on the Coleman tract. It is a very fine tract of land.

18 qu. Has he any slaves, or other personal property?

Ans. Yes, sir; he has eight or ten, or probably more; I don't know the number exactly. He has, besides, stock and household furniture.

19 qu. Do you know of any property of your brother Elliott acquired in any other way than from his father, or by his own exertions?

Ans. I do not know of any other.

20 qu. Have you any personal knowledge of any money being paid by your brother Elliott to your father?

Ans. I have not.

21 qu. Have you been living in Mathews county within the last 8 years?

Ans. I have not.

The further taking of depositions in this cause is adjourned over until to-morrow, the 28th instant, when they are to be continued at the same place and between the same hours.

Given under my hand and seal, this 27th January, 1848.

J. M. WILLIS, *J. P.* [SEAL.]

On the 28th day of January, 1848, the witness again appeared, and the cross-examination was resumed as follows:

22 ques. You have said that your brother Elliott has some eight or 10 slaves, or probably more; where are those slaves, and how long have they been there?

Ans. They are on the farm in York co., called Coleman's. They came there at different times. I don't know when any negro came there, but one, and that one was purchased by my brother of a man named Mathews, as I heard him say, last year.

23 ques. How many of these negroes were there when your brother first went upon that farm in 1834?

Answer. I don't know.

24th ques. How many of them had been at any time the property of your father?

Answer. I don't know.

25 qu. Do you know of any one of the whole number, except the one which you heard had been purchased from Mathews, that had not been at some time the property of your father?

Ans. I do not.

26 qu. Can you state the names, ages, and the probable value of these negroes?

Ans. I cannot. I remember some of them—a man named Armistead, aged about 35 or 40, worth about $300; Dick, about 30, value about $350 or $400; Robin, about 50, ruptured and worth very little; I would not give anything for him myself; an old woman named Betty, an old man named Jack, two boys named Robin and Tod, worth together about 4 or five hundred dollars. There are others, I presume, but I don't recollect them. My brother, I now remember, purchased another negro, a woman named Lydia, at a sheriff's sale in Hampton. This was about 2 or 3 years ago, or it may be 3, four, or five.

27 ques. How many children of your father are now living?

Answer. Five besides myself.

28 ques. Has your father ever made a deed of gift or advancement of any sort to any of your brothers, except Elliott?

Answer. He has not to any of my brothers, now living, except Elliott. He made a large advancement to a brother now deceased; he gave him in money some four or five thousand dollars; this was, as near as I can say, about thirteen years ago. My brother died Christmas, 1833, so it must have been more than thirteen years. My father has made advancements to me at various times, in all about fifteen

hundred dollars; one part was in a valuable negro given to me in 1839; the other was in money at various times, since I was twenty-one years old up to the present time, when I am going on to 43.

29 qu. What became of the estate of your deceased brother?

Ans. He died insolvent, or he had very little, if anything.

30 qu. Did your brother Elliott, before the date of the deed of gift, receive the profits of the Coleman farm to his own use or account for them to your father?

Ans. I don't know. He has always had the entire control of the estate ever since 1837.

31 ques. About what time did your uncle Houlder Hudgins arrive at full age?

Ans. I don't know his age.

32 qu. Is he older or younger than yourself?

Ans. He is older.

33 qu. Is he as much as five or 10 years older?

Ans. He is as much as five, I think.

34 qu. Had you ever until lately heard of any claim having been made by Houlder, your uncle, against your father on account of money due him; if so, state when you first heard it.

Ans. I have heard of it frequently. When Houlder first came to years of majority I heard of it.

35 qu. Did your brother Elliott ever know anything about it?

Ans. I don't know.

36 qu. Do you know whether your father ever paid this money so claimed at any time before the year 1839?

Answer. I know nothing about the payment of it.

37 ques. Do you know of your father having ever given bonds to Houlder for the payment of these claims?

Ans. I do not.

38th ques. Was your brother Elliott aware of the debt which you say your father owed you for borrowed money?

Ans. I think he was.

Examination-in-chief resumed by the def't E. W. Hudgins.

Ques. by the def't. Look at the paper now handed you, purporting to be a deed from Jno. L. Hudgins to Elliott W. Hudgins, dated 6th Sep'r, 1839, and say whether you witnessed it or not?

Answer. I did witness it.

Ques. Did Jno. L. Hudgins acknowledge the same to be his act and deed, in your presence, and request you to witness?

Ans. He did.

Ques. Did you witness it on the day it bears date, or at any other time?

Ans. I think it was some short time after its date, and I think it was in the latter part of October or the 1st November, as I remember we had a fire in the house at the time.

Ques. Did any other person witness it at the time?

Ans. The other two witnesses, Jno. and Lewis Winder, witnessed it at the same time.

Ques. by same. After your father gave the property, embraced in said deed, to Elliott W. Hudgins, did he retain ample property to pay his debts, so far as you know or believe?

Ans. I think he did, sir; ample.

Ques. by the same. You have said, in answer to the 19th question of the plt., that you did not know of any property which Elliott W. Hudgins acquired, except from his father or by his own exertions; will you now say, whether his grandfather Anderson did not leave him some property?

(This question objected to by the pltf. as a leading question.)

Ans. Yes, sir, my grandfather Anderson left my brother and myself some amount in money, which amounts at this time to upwards of fifteen hundred dollars each.

Question by the same. Can you say who received that money?

Ans. I cannot say who received it.

Ques. by same. Who was the executor of your grandfather Anderson?

Ans. Jno. D. Jarvis, of Mathews.

Ques. by same. Is he alive and solvent?

Ans. He is alive, and one of the wealthiest men in the county.

Ques. by same. You have said, in answer to the first question of the pl'f, that you were summoned to answer about the Belle Isle estate? State now what is your interest in the Belle Isle estate.

Ansr. I was left an interest in this estate by my grandfather, which interest does not take effect till the death of my father.

Ques. by same. You have said, in answer to the second question of the pl'f, that your brother Elliott is thirty-nine years of age; are you still of that opinion?

Ans. Yes, sir.

Ques. by same. State, if you can, on what terms Elliott W. Hudgins lived on the Coleman land before the deed to him in 1839.

Ans. Well, I don't know, sir; but I know that it was always understood by the family, that the said Elliott W. Hudgins was to have the said three hundred acres of land from the time he first went there to live; my father has frequently told me so.

Ques. by same. Will you state which is the most productive part of the Coleman estate—the land embraced in the deed of 1839, or the part that was reserved?

Ans. The land embraced in the deed of 1839.

Qu. by same. Was there any cleared or open land on the estate, except that embraced in the deed of 1839?

Ans. Yes, sir.

Ques. by same. How much cleared or open land is there on the Coleman estate?

Ansr. I suppose there is between three and four hundred acres of open land on the estate.

Qu. by same. Do you know the part which the said Elliott W. Hudgins has held under the said deed?

Ans. I know he has held the houses and buildings, and the land on the left-hand side of the road going down into the islands.

Qu. by same. Say, whether the land attached to the building, &c., is productive or not, and what it will bring per acre in wheat and corn, and how much land there is on the left-hand side of the road going down?

Ansr. It is very productive land. I think it will bring seven barrels of corn to the acre and fifteen bushels of wheat; and I think there is about eighty acres of cleared land.

Cross-examination resumed.

Qu. 39. Where were you when you witnessed the deed of gift?

Ans. At my brother's house (Elliott's) in York county.

Qu. 40. You were asked about the land which was embraced in the deed of 1839; were you not, until this morning, when the deed was examined by you, under the impression that the deed of gift described the land therein conveyed as lying on the side of the road where the house is?

Ans. I was under the impression that the boundaries were fixed in the deed, and I supposed that it embraced all the cleared lands on the west side of the road, with enough on the other side to make up the quantity.

Qu. 41. Have you any other means of recollecting the time when you witnessed the deed, except the circumstance that it was cold weather, and that there was a fire in the room?

Ans. I recollect that they spoke of it as a recent transaction.

Qu. 42. Do you know who wrote the body of the deed?

Ans. It is my brother Elliott's handwritng.

Qu. 43. How far do you and the other witnesses reside from the court-house of York county?

Ans. I reside about 22 miles, Levin Winder about 17, and John H. Winder about 18.

Qu. 44. Are you and they in the habit of attending York county court?

Ans. I am not, and I don't think they are.

Qu. 45. Do you know anything of a bond made by your father to Parker R. Richardson?

Ans. Nothing at all.

Qu. 46. Did you know much about your father's debts and liabilities after you removed from Mathews county in 1837?

Ans. I did not.

Qu. 47. Was your deceased brother, of whom you have spoken, older or younger than yourself, married or unmarried?

Ans. He was younger than myself, and unmarried; my brother Elliott also has never been married.

A. G. HUDGINS.

The deposition of *John H. Winder* is now commenced at the same place, and between the same hours.

Qu. by def't, E. W. Hudgins. Look at the deed now shown to you, purporting to be a deed to E. W. Hudgins from Jno. L. Hudgins, dated 6th Sep., 1839, and say whether you are a subscribing witness to it or not?

Ansr. I have examined the said deed, and I answer that I am a subscribing witness to it.

Qu. by same. Was that deed acknowledged by Jno. L. Hudgins in your presence, or not, and did he desire you to witness it?

Ans. It was acknowledged by him in my presence, and I witnessed it at his request.

Qu. by same. Did any other persons witness it at the same time; and, if yea, who were they?

Ans. Dr. A. G. Hudgins and my brother, Levin Y. Winder, witnessed it at the same time.

Qu. by same. When did you witness said deed?

Ans. I think about the fall of 1839 or the winter of 1840—that is to say, the commencement of the year 1840.

Cross-examined.

Ques. 1st. Are you a relation or connection of Elliott W. Hudgins; if so, what?

Ans. I am his first cousin.

Qu. 2. Were you sent for to witness this deed?

Ans. I was sent for by Mr. John L. Hudgins himself.

Ques. 3. How far from Elliott Hudgins's did you then reside?

Answer. About seven or eight miles.

Qu. 4. Were you at home when the message came?

Ans. Yes, sir.

Que. 5. Who else was sent for besides yourself?

Ans. My brother was, and we rode over together; we found Dr. Hudgins there, and he signed the deed with us.

Ques. 6. How far did your brother reside from Elliott's?

Ans. About seven or eight miles.

Ques. 7. When the deed was shown to you, just now, by defendants' counsel, did you not, after examining it for some moments, ask if that was the original deed?

Ans. I did.

Ques. 8th. When you were requested to go to the clerk's office and prove the deed, did you refuse to go, or did you comply with the request?

Ans. I went.

Ques. 9. How long was it after you were requested to go, that you went to prove it?

Ans. I was asked to go on one day, and I went on the next; Elliott Hudgins asked me to go, and I complied with his wish, and my brother also went with me at the same time, and we both proved it in the clerk's office.

Qu. 10. How long was it after you witnessed the deed, before Elliott asked you to go up and prove it?

Ans. I suppose, sir, it was a day or two; it was not very long.

J. H. WINDER.

The deposition of *Levin Y. Winder* is now commenced at the same place, and between the same hours.

Look at the deed now shown to you, purporting to be a deed from John L. Hudgins to Elliott W. Hudgins, dated 6th September, 1839, and say whether or not you are a subscribing witness to said deed?

Ans. I have looked at said deed, and I am a subscribing witness to it.

Qu. by same. Was that deed acknowledged by John L. Hudgins before you, and did he request you to witness the same?

Ans. It was acknowledged in my presence by him, the sd. Jno. L. Hudgins, and I witnessed it at his request.

Que. by same. Did any other persons witness the same deed at the same time; if yea, who were they?

Ans. Yes, sir; A. G. Hudgins and John H. Winder. I am not certain as to J. H. Winder, but I am as to A. G. Hudgins, though I think he did witness it at the same time. I, however, am not positive as to him.

Qu. by same. When did you witness said deed?

Ans. It was previous to the year 1840, just before the end of the preceding year, in quite cold weather.

Cross-examined.

Qu. 1. Are you a relative or connection of Elliott W. Hudgins; if so, what?

Ans. I am a first cousin.

Qu. 2d. Were you sent for to witness this deed, and did you not ride over with your brother?

Ans. I was sent for to witness the deed. I don't recollect whether my brother John H. Winder was in company, though I am disposed to think he was. I recollect riding over with Dr. Hudgins.

Qu. 3. When you were requested to go to the clerk's office to prove the deed, did you refuse to go, or did you comply with the request?

Ans. I complied with the request.

Qu. 4. Did you go soon afterwards, and did not you and your brother go together to the clerk's office?

Ans. I don't recollect how soon afterwards, but he and I went together.

Que. 5. How long was it after you witnessed the deed before Elliott asked you to go up and prove it?

Ans. I don't recollect exactly. I think it was the latter part of the same winter or the spring following.

LEVIN Y. WINDER.

The deposition of James M. Vaughan is now commenced, and between the same hours.

Qu. by def't, E. W. Hudgins. Are you acquainted with the handwriting of Jno. L. Hudgins; if yea, state the means by which you became so acquainted?

Ans. I have been acquainted with the handwriting of Jno. L. Hudgins for the last thirty-five years; I have seen him write frequently, and have had letters from him.

Ques. by same. Look at the rec't referred to in the deposition of A. G. Hudgins, dated 11th April, 1843, marked A, and say, whether from your knowledge of the handwriting of Jno. L. Hudgins, his signature to said receipt is genuine or not?

Ans. I believe it to be his genuine signature.

Ques. by same. State, if you please, whether, in your opinion, Jno. L. Hudgins, after his conveyance of three hundred acres of land to E. W. Hudgins on the 6th September, 1839, retained ample property to pay his debts?

Ans. As far as I know and believe, the property which Jno. L. Hudgins retained after that time was more than sufficient to pay his debts.

Ques. by same. When did the difficulties of Jno. L. Hudgins, in his pecuniary matters, commence?

Ans. The first time I knew anything about it was in the summer of 1842.

Ques. by same. Did he not hold a large property up to that time, and was not his credit good up to the summer of 1842?

Objected to by the pltff. as a leading question.

Ans. He held a large property in land, slaves, stock, &c. up to that time, and his credit was good up to the summer of 1842.

Cross-examined.

Qu. 1. In what county have you been residing, and how far from John L. Hudgins?

Ans. I have been residing for the last thirty years in Elizabeth City county, and fifty miles from Mr. Hudgins's house, in the county of Mathews.

Qu. 2. Do you know of any debts due at any time from John L. Hudgins to his son Dr. Hudgins, to his brother Houlder Hudgins, or to Parker B. Richardson?

Ans. I do not.

Qu. 3d. Do you know the amount of the debts and liabilities of Jno. L. Hudgins at any period within the last eight or nine years?

Ans. I could not say. I believe that his general credit up to 1842 was good for the amount of his liabilities. I could, on reflection, say that his credit was good up to 1841. I considered it so. I don't know how others did. His difficulties commenced in the summer of 1842.

Que. 4. When you say that his difficulties commenced in the summer of 1842, do you mean that you consider him to have been free from debt and liabilities before that time, or that that was the period when his pre-existing debts and liabilities subjected him to difficulty and embarrassment?

Ans. I do not mean that I considered him free from debt or liabilities before that time. I mean that that was the time when his debts and liabilities subjected him to embarrassment.

Qu. 5. When you say that he held a large property in land, slaves, stocks, &c., up to the summer of 1842, do you mean that he had not conveyed away by deeds, &c., this property at that time, or that he was then in possession of such property?

Ans. I do not know when he conveyed it away. He had possession of the land, slaves, and other property as late as the summer of 1842, and, so far as I know, he had not conveyed it away.

Qu. 6. Have you been at the house of John L. Hudgins since the summer of 1842?

Ans. Yes, sir.

Qu. 7. Is he still living at the same house, and, so far as you could perceive, was he still in possession of the same land as before?

Ans. He is living at the same house; he seemed to be in possession of the same land as before.

Qu. 8th. When you speak of his having owned stocks, I presume you only refer to stock on the farm, such as horses, cattle, &c.?

Ans'r. That is all.

JAMES VAUGHAN.

ELIZABETH CITY COUNTY, *to wit:*

I, John M. Willis, a justice of the peace in and for the county of Elizabeth City, do hereby certify, that the foregoing depositions of Albert G. Hudgins, John H. Winder, Levin Y. Winder, and James M. Vaughan, were duly taken before me on yesterday and to-day, according to the annexed notice, at the time and place therein stated; the witnesses being all duly sworn, and being of legal age.

Witness my hand and seal this 28th of January, 1848.

J. M. WILLIS, *J. P.* [SEAL.]

The following is a copy of the receipt marked "A," referred to in the foregoing depositions:

Received of Elliott W. Hudgins three thousand dollars, it being in full payment for seven hundred acres of land purchase in 1842—the

Que. 5. How long was it after you witnessed the deed before Elliott asked you to go up and prove it?

Ans. I don't recollect exactly. I think it was the latter part of the same winter or the spring following.

LEVIN Y. WINDER.

The deposition of James M. Vaughan is now commenced, and between the same hours.

Qu. by def't, E. W. Hudgins. Are you acquainted with the handwriting of Jno. L. Hudgins; if yea, state the means by which you became so acquainted?

Ans. I have been acquainted with the handwriting of Jno. L. Hudgins for the last thirty-five years; I have seen him write frequently, and have had letters from him.

Ques. by same. Look at the rec't referred to in the deposition of A. G. Hudgins, dated 11th April, 1843, marked A, and say, whether from your knowledge of the handwriting of Jno. L. Hudgins, his signature to said receipt is genuine or not?

Ans. I believe it to be his genuine signature.

Ques. by same. State, if you please, whether, in your opinion, Jno. L. Hudgins, after his conveyance of three hundred acres of land to E. W. Hudgins on the 6th September, 1839, retained ample property to pay his debts?

Ans. As far as I know and believe, the property which Jno. L. Hudgins retained after that time was more than sufficient to pay his debts.

Ques. by same. When did the difficulties of Jno. L. Hudgins, in his pecuniary matters, commence?

Ans. The first time I knew anything about it was in the summer of 1842.

Ques. by same. Did he not hold a large property up to that time, and was not his credit good up to the summer of 1842?

Objected to by the pltff. as a leading question.

Ans. He held a large property in land, slaves, stock, &c. up to that time, and his credit was good up to the summer of 1842.

Cross-examined.

Qu. 1. In what county have you been residing, and how far from John L. Hudgins?

Ans. I have been residing for the last thirty years in Elizabeth City county, and fifty miles from Mr. Hudgins's house, in the county of Mathews.

Qu. 2. Do you know of any debts due at any time from John L. Hudgins to his son Dr. Hudgins, to his brother Houlder Hudgins, or to Parker B. Richardson?

Ans. I do not.

Qu. 3d. Do you know the amount of the debts and liabilities of Jno. L. Hudgins at any period within the last eight or nine years?

Ans. I could not say. I believe that his general credit up to 1842 was good for the amount of his liabilities. I could, on reflection, say that his credit was good up to 1841. I considered it so. I don't know how others did. His difficulties commenced in the summer of 1842.

Que. 4. When you say that his difficulties commenced in the summer of 1842, do you mean that you consider him to have been free from debt and liabilities before that time, or that that was the period when his pre-existing debts and liabilities subjected him to difficulty and embarrassment?

Ans. I do not mean that I considered him free from debt or liabilities before that time. I mean that that was the time when his debts and liabilities subjected him to embarrassment.

Qu. 5. When you say that he held a large property in land, slaves, stocks, &c., up to the summer of 1842, do you mean that he had not conveyed away by deeds, &c., this property at that time, or that he was then in possession of such property?

Ans. I do not know when he conveyed it away. He had possession of the land, slaves, and other property as late as the summer of 1842, and, so far as I know, he had not conveyed it away.

Qu. 6. Have you been at the house of John L. Hudgins since the summer of 1842?

Ans. Yes, sir.

Qu. 7. Is he still living at the same house, and, so far as you could perceive, was he still in possession of the same land as before?

Ans. He is living at the same house; he seemed to be in possession of the same land as before.

Qu. 8th. When you speak of his having owned stocks, I presume you only refer to stock on the farm, such as horses, cattle, &c.?

Ans'r. That is all.

JAMES VAUGHAN.

ELIZABETH CITY COUNTY, *to wit:*

I, John M. Willis, a justice of the peace in and for the county of Elizabeth City, do hereby certify, that the foregoing depositions of Albert G. Hudgins, John H. Winder, Levin Y. Winder, and James M. Vaughan, were duly taken before me on yesterday and to-day, according to the annexed notice, at the time and place therein stated; the witnesses being all duly sworn, and being of legal age.

Witness my hand and seal this 28th of January, 1848.

J. M. WILLIS, *J. P.* [SEAL.]

The following is a copy of the receipt marked "A," referred to in the foregoing depositions:

Received of Elliott W. Hudgins three thousand dollars, it being in full payment for seven hundred acres of land purchase in 1842—the